

# **POLICIES AND PROCEDURES**

## **COMMUNITY MOBILIZATION AGAINST SUBSTANCE ABUSE AND VIOLENCE**

### **TABLE OF CONTENTS**

| <b>Topic</b>   | <b>Date Adopted</b> | <b>Date Revised</b> |
|--|---------------------|---------------------|
| TABLE OF CONTENTS                                    | 9/5/02              | 11/9/06             |
| I. INTRODUCTION                                      | 9/5/02              | 11/9/06             |
| A. CM Vision   |                     |                     |
| B. CM Mission  |                     |                     |
| C. Policies and Procedures Manual                    |                     |                     |
| II. LEGISLATIVE MANDATES                             | 11/7/02             | 11/9/06             |
| A. Findings of Congress                              | "                   |                     |
| B. Washington State                                  | "                   |                     |
| C. Applicable Federal Regulations                    | "                   |                     |
| III. INTERNAL POLICIES                               | 11/7/02             | 11/9/06             |
| A. Choosing Contractors                              | "                   |                     |
| B. Administering Application                         | "                   | 2/24/03             |
| C. CM Contract                                       | "                   |                     |
| D. CTED'S Contract Management                        | "                   |                     |
| E. Collaboration with other State and Local Partners | "                   |                     |
| F. Program Governance                                | "                   |                     |
| IV. APPLICATION FOR FUNDS                            | 11/7/02             | 11/9/06             |
| A. Eligibility                                       | "                   |                     |
| B. Basis of Awards                                   | "                   |                     |
| C. Application Process                               | "                   | 1/27/03             |
| D. Changing Contracting Agents                       | "                   |                     |
| E. Risk and Protective Factors                       | "                   | 1/27/03             |
| F. Program Requirements                              | "                   | 5/22/03             |
| G. Subcontracts                                      | "                   | 1/27/03             |
| H. Assurances  | "                   |                     |
| H. Special Cancellation Conditions                   | "                   |                     |
| V. CONTRACTS   | 11/7/02             | 11/9/06             |
| A. Policy Requirements                               | "                   |                     |
| B. Subcontracts                                      | 11/19/02            |                     |
| C. Allowable and Unallowable Costs                   | 11/7/02             |                     |
| D. Match Requirement/Program Income                  | 9/5/02              |                     |
| E. Non-Supplanting Requirement                       | 11/7/02             |                     |
| F. Property, Procurement, and Disposition            | "                   |                     |
| G. Property Management                               | "                   |                     |
| H. Contract Suspension/Termination                   | "                   |                     |
| I. Recovery of Costs Incurred by CTED                | "                   |                     |

|       |  |          |         |
|-------|--|----------|---------|
| VI.   | CONTRACT AMENDMENTS  | 9/5/02   | 11/9/06 |
| A.    | Contract Revisions   | "        |         |
| B.    | Second Year Contract Amendments  | "        |         |
| VII.  | CM BOARD REQUIREMENTS  | 11/7/02  | 11/9/06 |
| A.    | Policy Board Requirement   |          |         |
| B.    | Representative Membership  | "        | 1/27/03 |
| C.    | By-Laws  | "        |         |
| D.    | Program Planning   | "        |         |
| E.    | Oversight of Program   | "        |         |
| E.    | Involvement in Community Activities  | "        | 3/13/03 |
| VIII. | PROGRAM MANAGEMENT   | 11/7/02  | 11/9/06 |
| A.    | Regulatory Requirements  | "        |         |
| B.    | Accounting System Standards  | "        |         |
| C.    | Timesheets/Attendance Records  | "        |         |
| D.    | Retention of Records   | "        |         |
| E.    | Audits   | "        |         |
| IX.   | PROGRAM REQUIREMENTS   | 11/19/02 | 11/9/06 |
| A.    | Fiscal Reporting and Records   | "        |         |
| B.    | Program Activity Reports   | "        |         |
| C.    | Maintenance and Retention of Records   | "        | 3/13/03 |
| D.    | Outcome Measurement and Evaluation   | "        |         |
| E.    | Meetings   | "        |         |
| F.    | Program Review   | 9/5/02   |         |
| G.    | Technical Assistance   |          |         |
| X.    | SPECIAL PROGRAMS AND PROJECTS  |          |         |
| A.    | Methamphetamine Initiative   | 12/20/02 | 11/9/06 |
| XI.   | ESTABLISHING AND REVISING THE CM POLICIES AND PROCEDURES   |          | 11/9/06 |
| A.    | Policy   | 9/5/02   |         |
| B.    | Process for Initial Development of New Policies/Procedures   | "        |         |
| C.    | Revising and Updating Policies/Procedures  | "        |         |
| D.    | Policy Interpretation  | "        |         |
|       | APPENDICES:  | 1/27/03  |         |
| A.    | RCW  |          |         |
| B.    | Title IV, Safe and Drug-Free Schools and Communities<br>(Governor's Portion) Including "Principles of Effectiveness" |          |         |
| C.    | Collaborative Needs Assessment   |          |         |
| D.    | Competitive RFQ and Scoring Criteria   |          |         |
| E.    | CM Application Package   |          |         |
| F.    | CM Application Amendment Forms   |          |         |
| G.    | CM Contract Specific and General Terms and Conditions  |          |         |
| H.    | Sample Memorandum of Understanding   | 5/23/03  |         |
| I.    | Program Activity Report (PAR) Form and Guide   |          |         |
| J.    | CM Program Measurement Tools   |          |         |
| K.    | "Communities That Care" Risk and Protective Factor Model   | 5/23/03  |         |
| L.    | CMAC Policies and Procedures   |          |         |

# Section I

## Introduction

|           | <b>Title</b>                               | <b>Page</b> |
|-----------|--|-------------|
| <b>A.</b> | <b>CM Vision .....</b>                     | <b>I-1</b>  |
| <b>B.</b> | <b>CM Mission.....</b>                     | <b>I-1</b>  |
| <b>C.</b> | <b>Policies and Procedures Manual.....</b> | <b>I-1</b>  |
|           | 1. Introduction                            |             |
|           | 2. Use of Policies and Procedures Manual   |             |

## **I. INTRODUCTION**

**ADOPTED 9/5/2002**  
**Revision Adopted: 11/9/2006**

### **A. CM Vision**

Community Mobilization brings together community members to build and support healthy individuals and families, and safe communities.

### **B. CM Mission**

Community Mobilization effectively addresses the problem of substance abuse and violence by promoting: Collaboration, Cooperation, Communication, Commitment, and Cultural Competency.

### **C. Policies and Procedures Manual**

#### **1. Introduction**

This Policies and Procedures Manual provides contractors with information to assist with the administration of local Community Mobilization (CM) Programs. It is incorporated by reference into CM Program contracts between the [Department of Community, Trade and Economic Development](#) (CTED) and local contractors.

This evolving manual discusses sections of applicable state and federal regulations. CTED staff will periodically update this manual by including additional and/or revised sections drawn from relevant statutes, regulations, and developments in science-based programming. These changes are incorporated into the manual without contract amendment or renegotiation. All adopted changes are provided to local contractors in writing. Regulations included in this manual are drawn from state statute ([RCW 43.270](#)), No Child Left Behind, [Education Department General Administrative Regulations \(EDGAR\)](#), which govern the federal [Safe and Drug-Free Schools and Communities](#) grant funds, and other federal regulations as referenced in the EDGAR.

Contractors may find additional guidance through the CTED website <http://www.cted.wa.gov/cm>, other documents and email communications.

#### **2. Use of The Policies and Procedures Manual**

Each CM contractor is provided with a complete copy of the [Policies and Procedures Manual](#). We recommend that contractors keep this manual accessible for reference, and are familiar with its contents. Each policy/procedure includes an implementation or revision date. Newly adopted or revised policies and procedures are sent to each contractor along with information regarding its location in the manual. We recommended that contractors keep their manuals up-to-date by including new documents and replacing revised documents with the most current version.

## Section II

### Legislative Mandates

| Title  | Page        |
|--|-------------|
| <b>A. Findings of Congress.....</b>                        | <b>II-1</b> |
| 1. Federal Laws  |             |
| 2. Principles of Effectiveness                             |             |
| 3. Re-authorization  |             |
| 4. Governor's Portion                                      |             |
| 5. Links between Schools and Communities                   |             |
| 6. Schools Free of Drugs by 2000                           |             |
| 7. Schools and Communities Responsibility to Work Together |             |
| <b>B. Washington State .....</b>                           | <b>II-2</b> |
| 1. RCW   |             |
| 2. Omnibus Act and VRDE Account                            |             |
| <b>C. Applicable Federal Regulations .....</b>             | <b>II-2</b> |
| 1. Rules and Regulations                                   |             |
| 2. Maintenance of Documents                                |             |
| 3. Obtain Relevant Regulations                             |             |
| 4. Relevant Regulations                                    |             |
| a. Programmatic  |             |
| b. Administrative & Fiscal Requirements                    |             |
| c. Federal Common Rule                                     |             |

## II. LEGISLATIVE MANDATES

ADOPTED 11/7/02  
Revision Adopted: 11/9/06

### A. Findings of Congress

1. On October 20, 1994 the President signed into law the Improving America's Schools Act (IASA) of 1994, [Public Law 103-382](#), which reauthorized the Elementary and Secondary Education Act (ESEA) of 1964. Title IV of ESEA, the Safe and Drug-Free Schools and Communities Act of 1994 (SDFSCA), created a comprehensive federal effort in support of National Education Goal Seven by authorizing activities that include violence prevention. In addition to the problem of drug use, the Act responded to the crisis of violence in schools by addressing the need to combat and prevent serious school crime, violence and discipline problems.
2. In 1998 the Department of Education added subsection [\(a\) Principles of Effectiveness to Section 4115. Authorized Activities](#). This additional legislation requires all contractors to use these principals in program implementation. The Principles of Effectiveness were updated in the 2002 No Child Left Behind Act (NCLB) and required that contractors:
  - a. Base their programs on an assessment of objective data regarding the incidence of violence and illegal drug use.
  - b. Base their programs on established performance measures.
  - c. Base their programs on scientific research that provides evidence that the program to be used will reduce violence and illegal drug use.
  - d. Base their programs on an analysis of the data reasonably available at the time.
  - e. Include meaningful and ongoing consultation with input from parents.
3. In 2002 Congress reauthorized the SDFSCA, (as part of the No Child Left Behind Act) with some changes. While its goals and objectives remain the same, some of the strategies have been altered. The new act requires that grants be competitive. While the regulation requires the allocation to be conducted through a competitive process, it does not stipulate the actual format, leaving state agencies to develop competitive processes that complement their local processes. The new act also eliminated the requirement for a set aside from the Governor's Portion to be used to fund Law Enforcement Education Partnership grants.
4. Per [Section 4112 Reservations of State Funds for Safe and Drug Free Schools](#), up to 20 percent of each state's total federal grant allocations are designated the 'Governor's portion,' generally to provide programs in communities that support National Education Goal Seven. In the state of Washington, Community Mobilization Against Substance Abuse (CM), within the [Department of Community, Trade and Economic Development](#) (CTED), administers the Governor's Portion of the SDFSCA grant.
5. Drug and violence prevention programs are essential components of a comprehensive strategy to promote school safety and to reduce the demand for and use of illegal drugs throughout the nation. SDFSCA provides for linkages between schools and communities, and encourages community-wide strategies in support of comprehensive drug and violence prevention. The authorized prevention activities within the SDFSCA allow state and local communities to develop drug and violence prevention plans to assist

them in achieving the goals of providing safe, disciplined, and drug-free learning environments for all young people.

6. National Education Goal Seven (of the 1994 SDFSCA) provides that by the year 2000 all schools in America will be free of illegal drugs and violence and the unauthorized presence of firearms and alcohol, offering a disciplined environment that is conducive to learning. The SDFSCA'S purpose is to support programs that address this goal by preventing violence in and around schools, and by strengthening programs that prevent the illegal use of alcohol, tobacco and drugs; involve parents; and are coordinated with related federal, state, and community efforts and resources.
7. Schools and local organizations in communities throughout the nation have a special responsibility to work together to combat the growing epidemic of violence and illegal drug use, and should measure the success of their programs against clearly defined goals and objectives within a validated, research-based theoretical framework.

## **B. In Washington State**

1. Substance abuse is a major health and safety issue continuing to affect every community in Washington State. Cooperative and coordinated efforts, which have substantial parent and community involvement, have proven to be the most effective. The Community Mobilization Program (CM) provides grant funds to communities to develop and implement strategies to reduce the incidence of substance abuse and violence. CM Programs focus on involving community members in the development of strategies that reduce the impact and incidence of tobacco, alcohol, other drug abuse, and violence. In 2001, the state legislature amended [RCW 43.270](#), *Community Mobilization Against Substance Abuse*, to remove the requirement that half of its funding be allocated through a competitive process. Currently, all state funds are allocated through a formula that takes into account population.
2. CM is funded with state funds through the Omnibus Controlled Substance and Alcohol Abuse Act of 1989, RCW Chapter [43.270](#), and federal funds through the U.S. Department of Education, Safe and Drug-Free Schools and Communities Act, Governor's portion. State funds for CM are appropriated by the Legislature to CTED from the state-dedicated Violence Reduction and Drug Enforcement (VRDE) Account.

## **C. Applicable Federal Regulations**

1. All contract recipients are bound by the applicable rules, regulations, and policies of the [U.S. Office of Management and Budget](#) (OMB), the [U.S. General Accounting Office](#) (GAO), and the [U.S. Treasury](#). The most applicable of these are incorporated in the references identified within this section.
2. All contract recipients should maintain, or have access to, copies of documents which present additional detailed guidance related to the award and administration of grants, sub-grants, and contracts.
3. If contract recipient organizations do not have access to the relevant documents listed below within the appropriate elements of their organizations, they may contact the following agency for copies:

Office of Administration  
Publications Unit  
Room G 236  
New Executive Office Building  
Washington, D.C. 20503

4. Relevant Regulations

a. **Programmatic**

[2001 RCW 43.270 Community Mobilization Against Substance Abuse.](#) This mandates the state Community Mobilization Program.

[Elementary and Secondary Education, Subpart 1, State Grants.](#)

b. **Administrative and Fiscal Regulations**

[OMB Circular A-73, Audit of Federal Operations and Programs.](#) This circular sets forth policies to be followed in the audit of federal operations and programs.

[OMB Circular A-87, Cost Principles for State and Local Governments.](#) This circular establishes principles and standards for determining costs applicable to grants and contracts with state and local units of government.

[OMB Circular A-88, Indirect Cost Rates, Audit, and Audit Follow-up at Educational Institutions.](#) This defines the relevant indirect costs and audit requirements for educational institutions.

[OMB Circular A-122, Cost Principles for Nonprofit Organizations.](#) This circular established principles and standards for determining costs applicable to grants and contracts with nonprofit organizations.

[OMB Circular A-128, Audits of State and Local Governments.](#) This circular establishes the policy to be followed in the audits of the state and local units of governments under the Single Audit Act.

[OMB Circular A-133, Cost Principles for Audits](#) \* (Supercedes A-122 & 128 in certain circumstances).

[EDGAR, Education Department General Administrations Regulations, 34 CFR, Part 74 – General Administration - Non-Profit, Higher Education and Hospitals.](#)

[EDGAR, Education Department General Administrations Regulations, 34 CFR, Part 76 - State Administered Programs.](#)

[EDGAR, Education Department General Administrations Regulations, 34 CFR, Part 80 Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.](#)



**c. Federal Common Rule**

These requirements apply to all units of local government, and profit or non-profit entities accepting federal grant funds. The following list is provided to help the contractor understand the requirements; however, it is not all-inclusive. It is the contractor's responsibility to understand these rules.

[Common Rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 28 CFR Part 66 \(Grant Common Rule for State and Local Governments\)](#). This Common Rule contains government-wide fiscal and administrative conditions governing federal grants and cooperative agreements and sub-awards to state, local and Native Indian tribal governments.

[Common Rule, Government-Wide Debarment and Suspension \(Non-procurement\) and Government-Wide Requirement for Drug-Free Workplace \(Grants\), 28 CFR Part 67](#). This common rule establishes, among the federal agencies, a uniform system of non-procurement debarment and suspension and includes requirements for a drug-free workplace (Subpart F).

[Common Rule, Government-Wide Guidance for New Restrictions on Lobbying, 28 CFR Part 69](#). This guidance generally prohibits recipients of federal grants, cooperative agreements, and contracts under grants and cooperative agreements, from using appropriated funds for lobbying in connection with a specific grant, cooperative agreement, or contract. It also requires that each person who requests or receives a federal grant (including sub-grants and contracts) to disclose lobbying undertaken with non-federal funds.

[Common Rule, Non-discrimination on the Basis of Disability in State and Local Government Services](#).

[Common Rule, Enforcement of Non-discrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Justice](#).

# Section III

## Internal Policies

| Title  | Page         |
|--|--------------|
| <b>A. Choosing Contractors .....</b>                             | <b>III-1</b> |
| 1. Competitive Process   |              |
| 2. Contractual Agent   |              |
| 3. Contractual Agent Eligibility                                 |              |
| 4. New Providers   |              |
| 5. Indicators of Successful Program                              |              |
| <b>B. Administering the Application.....</b>                     | <b>III-4</b> |
| 1. Application Required Every Two Years                          |              |
| 2. Collaborative Needs Assessment                                |              |
| <b>C. CM Contract .....</b>                                      | <b>III-4</b> |
| 1. Contractual Revisions   |              |
| <b>D. CTED’S Contract Management .....</b>                       | <b>III-5</b> |
| 1. Contracts Fully Executed                                      |              |
| 2. Allocation of Funding   |              |
| 3. Funding and Contract Cycle                                    |              |
| 4. Reimbursement   |              |
| 5. Oversight of Program  |              |
| 6. Technical Assistance  |              |
| 7. Payment of Invoices   |              |
| <b>E. Collaboration with other State and Local Partners ....</b> | <b>III-8</b> |
| <b>F. Program Governance.....</b>                                | <b>III-9</b> |
| 1. CM Program Regions  |              |
| 2. CM Program Advisory Committee (CMAC)                          |              |

### **III. COMMUNITY MOBILIZATION PROGRAM INTERNAL POLICIES**

**ADOPTED 11/7/02**

**REVISED 2/24/03**

**Revision Adopted: 11/9/06**

**A. Choosing Contractors:** The state Community Mobilization Program provides funding to all 39 counties in the state. This is done through the allocation formula discussed in section III. C., Allocation of Funding. Contractors are selected according to the following criteria:

**1. Competitive Process**

As required in ESEA Title IV, effective July 1, 2003, CTED will choose each county's local CM Program Provider using a peer-reviewed competitive process that will apply on a county-by-county basis. The competitive process will occur every six years. See Appendix D for a copy of the competitive request for qualifications and scoring criteria. Such provider will identify its governing CM Policy Board according to the requirements found in Section VII, CM Policy Board Responsibilities. Note: CTED reserves the right to re-fund successful contract bidders without repeating the competitive process in ensuing years.

In those years when the competitive process as described above in A.1. is not repeated, the current provider will be given preference in contracting so long as they have not exhibited a lack of fiscal or programmatic capacity as demonstrated by CTED'S monitoring reports and corresponding contractor corrections of discrepancies (if any).

**2. Contractual Agent**

The local CM Policy Board chooses the organization within its respective county that will serve as that county's CM contractual agent. If an organization agrees to serve as the county's CM contractual agent, they will enter into a Memorandum Of Understanding (MOU) with the CM Policy Board as described in Section VII. D1. Oversight of Program.

- a. The provider must have the capacity to implement prevention activities countywide according to the risk and protective factor model of substance abuse and violence prevention developed by Drs. J. David Hawkins and Richard F. Catalano at the University of Washington.
- b. The CM Policy Board will oversee the development and implementation of the CM Program, as defined in Section VII, CM Policy Board Responsibilities.

**3. Contractual Agent Eligibility**

The following entities may be considered to be a contractual agent.

- a. Local government: city, county, or tribal.
- b. Educational system: local school district, Educational Service District, or Institution of Higher Education.
- c. A local, community-based non-profit agency, and registered with the Internal Revenue Service (IRS) as a 501(c)3 or 501(c)4.
- d. A consortium of county agencies, or a non-profit that serves more than one county, with one of a. through c. above serving as the CM contractual agent.

#### 4. New Providers

CTED may seek a new provider for any county for the following conditions.

- a. In the event that the current provider is found to be incapable or unwilling to fulfill the requirements set forth for a CM Program, as demonstrated by monitoring reports and subsequent follow-up, CTED will seek a new provider for that county. The local CM Policy Board will be involved in the process of recruiting and/or selecting another local provider that meets financial and programmatic requirements. The final choice of the new contractor will be made by CTED.
- b. If a current contractual agent voluntarily relinquishes its position as a CM provider, the CM Policy Board shall seek a new contractual agent. If a new contractual agent is recruited and meets the requirements stated above in Section A. 3., that organization will become the new CM contractual agent for that county. State CM staff will provide guidance, support, and other necessary assistance to locate and install a new contractual agent for the county, as needed.

#### 5. Indicators of a Successful Collaborative CM Program

- a. A successful program has a strong relationship between the CM Policy Board and the contractual agent to ensure quality services. The board and contractual agent are collaborative partners with each other and the community in the development and delivery of program services and capacity building.

Organizationally, the board and contractual agent ensure:

- i. Appropriate financial and other required operating procedures are in place.

Administratively, the board and contractual agent:

- i. Have negotiated a memorandum of understanding detailing the roles and responsibilities of both parties.
- ii. Submit Program applications and contracts a CTED in a timely manner.
- iii. Have a memorandum of understanding (MOU) on file with CTED.
- iv. Submit budget and/or contract amendment requests to CTED in a timely manner.
- v. Submit complete program reports in a timely manner (i.e., PAR forms, program summaries).
- vi. Submit complete and accurate invoices to CTED at least quarterly, in a timely manner.
- vii. Address CTED monitoring findings in a timely manner.

Programmatically, the board and contractual agent ensure that Community Mobilization coordinators and direct services staff:

- i. The CM Coordinator (or a substitute) regularly attends CM Meetings.
  - The annual CM Meeting.
  - All scheduled regional CM Meetings.
  - Other scheduled activities (such as advocacy training, evaluation training, etc.).

- ii. The local CM community (county) is aware of the CM program's substance abuse and violence prevention mission.
- iii. The local CM Coordinator personally has a network of linkages to the community leaders within his/her county (sheriff, school superintendent, city and county council members, local DASA provider, treatment providers, faith groups, etc.).
- iv. The local CM coordinator is well versed concerning CMAC and its operating policies and procedures.
- v. The local CM coordinator uses the communication vehicle offered via CMAC in an appropriate manner.
- vi. The local CM coordinator communicates effectively and appropriately with his/her other CM coordinators within and without his/her region.
- vii. The local CM coordinator participates in CMAC or CMAC subcommittees.
- viii. The local CM coordinator communicates effectively and appropriately with CTED.
- ix. The local CM coordinator has served or acted on behalf of the CM program statewide (i.e., in a service, advocacy, or staff support role).
- x. The local CM program regularly celebrates differences.

The local CM Board is active and responsible for the oversight of the local CM Program, which includes:

- i. Completing a local risk and protective factor assessment in a comprehensive, collaborative, and effective manner.
- ii. Making program decisions based upon the local risk and protective factor assessment.
- iii. Successful implementation of programs documented in the CM application for funding.
- iv. Assuring that there is a method to hold local CM Policy Board members accountable to their expectations.
- v. Meeting planned timelines.
- vi. Ensuring that an effective process evaluation is in place. The information obtained via this process is used to make improvements in the manner in which the local program is implemented.
- vii. The local CM Program partners in an effective manner with the other prevention programs in its county.
- viii. Assuring that the local CM Policy Board member expectations are delineated in writing.
- ix. Providing for effective outcome evaluations.
  - Ensures that evaluation uses pre- and post-measures or other scientifically valid measurements.
  - Or, the CM Program shows specific outcomes, even if not totally science-based.
    - The data from these measures is collated, analyzed, and interpreted.

- The information from the measures is used to provide reports about the functioning of the local program.
  - The information gained from the measures is used to make improvements and/or ongoing corrections to local programs and/or program planning.
- x. Ensuring that the local CM program demonstrates how the community's youth and special populations benefit from the CM activities in their communities.
  - xi. Ensuring that the local CM program networks appropriately with other relevant service delivery and community-based organizations in its county.
  - xii. Ensuring that the local CM program has a vehicle in place with which to obtain input from local community members concerning its mission, values, operations, and programs.
  - xiii. Ensuring that the local CM program effectively communicates with local, state, and national policy makers so that they are aware of CM and the benefits derived from CM in the county.
  - xiv. Ensuring that the local CM coordinator proactively takes steps to ensure he/she is appropriately trained as a CM coordinator (i.e., organizational development, community organizing, prevention theory, etc.).

## **B. Administering the Application**

Contractors are selected based on the competitive process identified above in Section III.

A.1. Selected contractors are required to complete an application.

### **1. Application Required Every Two Years**

A full application is required every two years. The application is due to CTED around April 30 of the year prior to the new biennium. Extensions of the due date may be made on a case-by-case basis for extenuating circumstances by request through CTED'S CM Regional Program Coordinator.

### **2. Collaborative Needs Assessment**

A local Collaborative Needs Assessment is required as a part of the CM funding application. Information and/or training for that Needs Assessment process occur in the winter prior to the due date of the application. More information concerning the Collaborative Needs Assessment can be found in Section IV. E. 1.

## **C. CM Contract**

State CM staff will review the CM contract, and will seek approval as to form from CTED'S Assistant Attorney General prior to each full application cycle.

### **Contract Revisions**

CM staff will revise the contract to incorporate changes required by the Assistant Attorney General. CTED staff will review and approve applications and amendments for assigned contractors.

1. CTED staff will work with contractors who submit incomplete and inaccurate applications. Contracts cannot be issued until the application meets all requirements.

2. Contractors may appeal any disagreements to the CM Program Supervisor. Appeals must be made in writing.

### **C. CTED'S Contract Management:**

#### **1. Contracts Fully Executed**

CTED staff will follow all state and federal rules, and all unit and department policies and procedures. Contracts shall be fully executed before any payments are approved and made.

#### **2. Allocation of Funding**

**ADOPTED 9/5/2002**

The Safe and Drug-Free Schools and Communities Act of 1986, as amended NCLB 2002, and the Washington State Legislature establish program funding. CTED awards funds to countywide areas based upon a statewide funding formula.

**Formula Funding:** CTED allocates funding on a formula basis to all 39 counties of the state. Each year the Community Mobilization Advisory Committee (CMAC) reviews the funding formula and recommends to CTED an equitable method of allocating funding.

- a. Continuation funding is offered only to those contractors who meet federal and state performance requirements.
- b. In certain cases, where one entity currently serves more than one county, funding is allocated to that entity for all counties it serves.
- c. County providers who wish to combine activities under one entity may apply for funding for all counties served by the entity. The application for such funding will be reviewed in the same manner as any other application.

#### **3. Funding and Contract Cycle**

##### **Application Cycle – Biennial:**

- |             |  |
|-------------|--|
| February    | - CTED solicits applications from local programs.  |
| March – May | - The legislature determines the state allocation. |
| May         | - Applications are due from contractors to CTED.   |
| June        | - Contracts are processed and finalized.           |

##### **Contract Cycle – Annual:**

- |                |                               |
|----------------|-------------------------------|
| July 1-June 30 | - Contract Period             |
| July 1         | - Contract Performance Begins |
| June 30        | - Reimbursable Activities End |
| July 15        | - Final Reports and Payments  |

#### **4. Reimbursement:** The Report of Expenditures and Requests for Reimbursement must be submitted on a regular basis.

- a. Contractors may choose to bill monthly, bi-monthly, or quarterly.
- b. Invoices must be submitted by the 15<sup>th</sup> of the month. Requests will be paid within 20 days of receipt.
- c. CTED CM staff review and approve invoices for payment. After approval, invoices are forwarded to the fiscal office.

- d. Payment is made by direct deposit to the agency's bank account, per state of Washington fiscal policies and procedures.

**5. Oversight of Programs:**

CTED'S staff will provide oversight, technical assistance, monitoring, and day-to-day management. Each county has an assigned program coordinator.

- a. State staff program coordinators will take phone calls, prepare letters, schedule and conduct monitoring visits, and provide other technical assistance as needed.
- b. If the contractor's state program coordinator is not available, another CM program coordinator may provide service to the contractor and notify that contractor's program coordinator as soon as feasible following the contact.
- c. State program staff will:
  - i. Respond to requests for technical assistance in an appropriate and timely manner.
  - ii. Include CMAC members and CM coordinators to the extent practical in determining CM program policies.
  - iii. Provide clear information to CM coordinators concerning program rules, regulations, policies, procedures, and expectations.
  - iv. Monitor CM programs once every biennium to ensure program rules, regulations, policies, procedures, and contracted activities are appropriately fulfilled.
  - v. Respond to emerging issues of impact to CM and/or ensure that CM coordinators are informed in order that they may appropriately respond to such issues.

**6. Technical Assistance/Training:**

- a. CM staff are responsible for providing technical assistance (TA) as needed. It may be provided at the contractor's request (dependent upon available resources) or when the program coordinator has reason to believe it would improve the contractor's effectiveness or efficiency. TA will be provided in the most economically and realistically feasible way possible. CTED staff will aim to reduce travel expenses by combining trips with other business.
  - i. Technical assistance may be given by phone, e-mail, or post. It may be given on-site.
  - ii. Other contractors with similar programs or demographics may be used as a resource.
  - iii. On-site visits are scheduled in concert with the contractor.
  - iv. New representatives needing technical assistance and/or training will be planned with the CM regional coordinator in advance.
- b. CTED staff will provide periodic trainings. Staff will notify contractors of a) training dates, b) locations, and c) whether trainings are mandatory or optional.
  - i. Contractors are required to attend mandatory training. They may send an appropriate representative from their county (such as another staff person or a



board member). Contractors may attend training at any scheduled training location.

- ii. If the contractor is unable to attend the training, the contractor may attend a make-up session (if scheduled) or obtain the required information in some other way. The contractor will schedule this with the program coordinator.
- iii. If the contractor consistently fails to attend required trainings, or to seek to fulfill this obligation in some other way, this may constitute a monitoring finding.

## **7. Payment of Invoices:**

Contractors may request reimbursement monthly, bi-monthly, or quarterly. In each case, the invoice is due by the 15<sup>th</sup> of the month following the prior month's expenditures.

- a. CTED staff will process invoices within ten days of receipt, with payment made within 20 days. Invoices may only be held for specific causes (see 7b. below).
  - i. CTED staff will record and pay invoices. The program coordinator will check math, compare expenses against the budget, review match expended, and check the contractor's spending pattern against their projected expenditures. The program coordinator will contact the contractor for any corrections. The program coordinator will ensure the correct budget code is used, and will sign and date the invoice.
  - ii. Invoices are reviewed and countersigned by the CM program supervisor, or in the absence of the CM program supervisor, a unit designee.
  - iii. In the event that the contractor does not receive payment, or there is any discrepancy in the payment, the program coordinator will work with the CTED fiscal officer to remedy the situation.
- b. Payment may be withheld under the following circumstances. Contractors are notified when a payment is withheld.
  - i. Invoices must have an original signature on the invoice.
  - ii. The signatory must be on the Signature Authorization Form.
  - iii. Required CM reports are delinquent if the contractor is unable to provide reports by the due dates. The CM regional program coordinator shall be notified and a new due date may be negotiated.
  - iv. Match reporting has fallen significantly behind schedule. The contractor will inform CTED staff if expected match contributions have changed.
  - v. Over-expenditure of the contract or of line items above the allowed 10 percent of the total contract. The CM regional program coordinator will contact the contractor to make any necessary adjustments, and will record any changes and note contractor's authorizing party on the invoice.
  - vi. Contractual special terms and conditions.

## **E. Collaboration with other State and Local Partners:**

**ADOPTED 11/7/02**

### **1. Collaboration**

CTED CM staff will work with their state agency partners in a manner that fulfills the principles embodied in the CM program mission statement: cooperation, collaboration, communication, commitment, and cultural competency.

The state CM Program values collaboration with other prevention agencies and organizations. CM supports collaboration at all levels as an efficient and effective way to provide services.

### **2. Partnerships**

CM's program partners include the Division of Alcohol and Substance Abuse (DASA)/Division of Social and Health Services (DSHS), the Office of Superintendent of Public Instruction, the Liquor Control Board, the Traffic Safety Commission, the Family Policy Council, and others. We recognize that the work done by CM and our partners impacts all of our programs' contractors working at the local level.

State CM program staff will participate in committees that further collaboration between prevention partners on the state level (e.g., DASA/CTED MIS Systems Committee, the Washington Interagency Network group, Family Policy Council, Prevention Summit Planning Committee, Healthy Youth Survey Planning Committee, Collaborative Needs Assessment work group, etc.). Staff will provide input into the decision-making process, and provide support and resources whenever possible. Per the Education Department General Administrative Regulations (EDGAR), Section 76.580, contractors are required to coordinate projects that are within the same geographic area serving similar purposes and target groups.

Therefore, CTED endeavors to proactively and mutually:

- i. Collaborate in statewide prevention efforts.
- ii. Share information regarding program delivery.
- iii. Share program innovations and developments.
- iv. Incorporate research and assure quality program delivery.
- v. Raise ongoing, emergent issues relevant to one another.
- vi. Support the ongoing development of the prevention field by our partners.
- vii. Support our partners as they seek new funding to advance the field of prevention.
- viii. Educate policy makers about our own and one another's successful program efforts.
- ix. To the extent practical, continually improve our programs' infrastructure for the mutual benefit of our programs and contractors; i.e., combine approaches relative to program applications, reporting requirements, and training.
- x. Provide appropriate networking opportunities for our contractors in order for them to improve collaboration at the local level.
- xi. Educate policymakers within our own agency concerning prevention and the successful, collaborative approach that has been embraced by Washington State.

- xii. Work to combine/collaborate outcome evaluations to document the impact of prevention statewide.

State CM program staff specifically collaborate at the state level in the following ways:

- Work in collaboration with other state, federal, and local partners to reduce duplication of effort and maximize resources, to the extent possible.
- Work in collaboration with other state agency partners to arrange for the annual All-Prevention Providers meeting or such other meeting as determined necessary.
- Attend and participate in the annual All-Prevention Providers meeting.
- Work in collaboration with other state agency partners to conduct the Student Adolescent Behavioral Health Survey.
- Respond to CTED agency expectations, assignments, and leadership in an appropriate manner.
- Seek to educate and inform policymakers concerning the CM Program.

#### **F. Program Governance:**

##### **1. CM Program Regions**

For purposes of efficient administration between CTED and local CM contractors, the CM Program is grouped into four statewide regions (NW, SW, NE, and SE) known as Regions 1, 2, 3 and 4. CTED CM program coordinators are assigned respective regions for program administrative purposes. Contractors will provide on-site monitoring, application review and approval, implementation of contracts, payment of contract invoices, provision of technical assistance, and representation at regional CM meetings.

##### **2. Community Mobilization Advisory Committee (CMAC)**

CMAC assists CTED in the administration of the CM Program. Representatives of each CM region are elected annually to serve on CMAC. A minimum of two representatives is elected from each region. CMAC shall advise CTED on the following:

- Issues related to program standards and evaluation.
- Current trends, issues, and needs.
- Collaboration with other programs and agencies.
- The CM funding formula.
- The configuration of the CM regions and CMAC.
- Other program development and policy concerns.

Please refer to CMAC Policies and Procedures for further information.

# Section IV

## Application for Funds

| Title   | Page        |
|---|-------------|
| <b>A. Eligibility .....</b>                     | <b>IV-1</b> |
| 1. Requirements of Contractual Agent            |             |
| 2. Memorandum of Understanding                  |             |
| 3. Request for Qualification                    |             |
| 4. Applications                                 |             |
| <b>B. Basis of Awards .....</b>                 | <b>IV-2</b> |
| <b>C. Application Process .....</b>             | <b>IV-2</b> |
| <b>D. Changing Contracting Agents.....</b>      | <b>IV-3</b> |
| <b>E. Risk and Protective Factors .....</b>     | <b>IV-3</b> |
| 1. Collaborative Community Needs Assessment     |             |
| 2. Program Planning                             |             |
| <b>F. Program Requirements.....</b>             | <b>IV-4</b> |
| <b>G. Subcontracts .....</b>                    | <b>IV-5</b> |
| <b>H. Assurances .....</b>                      | <b>IV-5</b> |
| <b>I. Special Cancellation Conditions .....</b> | <b>IV-6</b> |
| 1. Commencement Within Sixty Days               |             |
| 2. Operational Within Thirty Days               |             |

#### IV. APPLICATION FOR FUNDS

**ADOPTED 11/7/02**  
**Revision Adopted: 11/9/06**

Application requirements are detailed in the Application for Funding or Request for Qualifications (see Appendix D). Program purpose, eligibility, special conditions, and submission dates are detailed in these documents. An application is required prior to the beginning of each biennium. In the second year of the biennium, an application amendment is required to update the budget and the scope of work. Funding allocations are included in both the biennial application announcement and the amendment packet.

##### A. Eligibility

Applicants for CM Programs must meet eligibility requirements as specified in the Request for Qualifications (Appendix D), in accordance with federal and state regulations. Any previous non-compliance with requirements specified (programmatic or fiscal), if not corrected to the satisfaction of CTED, may be cause for CTED to find the Policy Board ineligible for further funding.

##### 1. Contractual Agent

Applicants must identify a contractual agent who meets the requirements of [RCW 43.270.050](#). The following organizations meet such requirements.

- a. Any local government such as a city or county, or consortium of local governments.
- b. Any education system such as an Educational Service District, school district, or institution of higher learning.
- c. A community-based, non-profit organization registered with the Internal Revenue Service (IRS) as a 501(c)(3) or 501(c)(4) non-profit.

##### 2. Memorandum of Understanding (MOU)

- a. [RCW 43.270](#) funds activities and strategies identified by community leaders as effective in preventing substance abuse and violence. The local CM Policy Board represents the community for purposes of fulfilling the intent of the RCW. As such, the local Board retains the decision-making authority for its countywide CM program and the policy decisions that will be carried out. The CM Policy Board will select a local contractual agent (see C. Eligibility, 1. Contractual Agent) who will enter into a contract with CTED to administer the local CM Program
- b. The CM Policy Board and Contractual Agent shall submit a written MOU to CTED. It must include:
  - i. A provision for a dispute resolution process between the parties.
  - ii. An outline of the respective duties, authorities, and responsibilities of both parties.
  - iii. Enough detail to ensure local accountability for the CM program.
  - iv. The time period for which it is effective.
  - v. A signature by an authorizing officer of the Contractual Agent.
  - vi. A signature by the chair of the CM Policy Board.
  - vii. The date signed by both parties.
- c. A new MOU must be negotiated for the following conditions:
  - i. When either of the officials designated to sign the MOU is replaced.

- ii. Or every four years, whichever comes first.
- 3. A Request For Qualifications (RFQ) may be solicited prior to the beginning of each biennium. The RFQ will include a letter of intent and a due date. CTED uses a peer review process to select CM Program Policy Boards as required by federal law. Subsequent to the RFQ process and Policy Board selection by CTED, CM Program providers will submit an application to CTED.
  - a. The RFQ will be distributed countywide. Incomplete RFQ's may be disqualified from peer review, or may receive a lower rating due to the incomplete information.
  - b. If the material submitted or any previous non-compliance do not demonstrate that the applicant can fulfill the requirements of the program, CTED (at its discretion) may seek another contractor to serve the county and receive funding.
- 4. Applications
  - a. An application packet will be sent to the selected CM Policy Board.
  - b. The board and contractual agent must respond to all of the elements of the application.
  - c. If the board and contractual agent are unable to complete the funding application within the deadline, an extension may be requested. Extensions of the due date may be made on a case-by-case basis by request through CTED'S CM Regional Program Coordinator.
  - d. Applications that are not received and approved by June 31 of the application cycle will be assessed a funding reduction by 1/12<sup>th</sup> for every month it is delinquent. The contract will be effective in the month in which the application was approved.

## **B. Basis of Awards**

Funds will be awarded as identified in the Allocation Table included in the Application for Funding. Grant allocations are determined using a funding formula that takes into account county size and population. A full description of the current CM Program funding allocation process may be found in Section III Community Mobilization Program Internal Policies, D. 2. Allocation of Funding.

## **C. Application Process**

CTED is required to assure that contracts meet legislative, regulatory, and administrative requirements. CTED staff will assure that contracts are made only with recipients who:

- a. Meet all eligibility requirements.
- b. Fund only allowable costs.
- c. Possess the fiscal integrity, responsibility, and capability necessary to adequately and appropriately administer state and federal funds.
- d. Use Generally Accepted Accounting Principles (GAAP).
- e. Possess the necessary capacity to provide community organizing, comprehensive planning, substance abuse and violence prevention strategies, programs, and service.
- f. Implement appropriate process and outcome evaluation of such strategies, programs, and services for the purposes of program improvement within the communities they serve.

- g. Provide required match funds.

#### **D. Changing Contractual Agents**

In the event that a local CM Program elects to change the CM Contractual Agent, notice shall be given to their designated CM program coordinator. The local CM Policy Board must drive the local process. The request for a change must be in writing. The request must include the following information:

- a. A letter from the CM Policy Board Chair requesting the change.
- b. Minutes from the CM Policy Board's meeting documenting the decision to change the contractual agent.
- c. Documentation that the newly designated organization meets state requirements for a CM Contractual Agent (see C. Eligibility).
- d. A copy of the most recently completed financial audit of the newly designated contractual agent's organization. If there are audit findings for system deficiencies, the new contractual agent must submit information concerning how these deficiencies have been remedied.
- e. An organizational chart of the new contractual agent.
- f. A list of key staff members for the CM Policy Board, and a brief description of their qualifications.
- g. A newly signed Signature Authorization form.
- h. A newly signed Memorandum of Understanding.

#### **E. The Risk and Protective Factors Approach**

The CM Program uses the Risk and Protective Factors theoretical approach to preventing alcohol, tobacco, other drug abuse, and violence. Risk-focused prevention is based on a simple premise—to prevent a problem from occurring, identify the factors which increase the risk of that problem developing and then find ways to reduce the risk, or increase the protective factors associated with that risk. See Developing Washington [\*Communities That Care\*<sup>®</sup>](#), which provides a short description of the risk and protective factors as developed by J. David Hawkins, Ph.D., Richard F. Catalano, Ph.D., and a team of researchers at the University of Washington.

##### **1. CM Collaborative Community Needs Assessment**

While CM supports the entire continuum of care—substance abuse prevention, intervention, treatment, aftercare, and law enforcement—historically, more than 90 percent of all CM-funded activities have been prevention focused. Local CM providers are encouraged to continue to develop strategies that meet their specific needs, whether prevention, treatment, law enforcement or a combination of approaches is used to reduce and prevent substance abuse and violence.

The Collaborative Needs Assessment (see Appendix C) is a community process that involves, at a minimum, local representation from the Division of Alcohol and Substance Abuse (DASA), education, Department of Health (DOH), Washington Traffic Safety Commission, CM, and the local Community Health and Safety Networks (when they have targeted substance abuse and/or violence factors). Other members of the

community who are involved in substance abuse or violence prevention should also be invited to participate.

## 2. Program Planning

Each CM program must identify at least three risk and protective factors. CM contractors may also identify existing community resources that enhance protective factors. CM contractors must then base their program strategies on the selected risk and protective factors.

Note: Federal Safe and Drug-Free Schools and Communities funds may not be used to pay for treatment services.

## F. Program Requirements

1. The CM contractor must do a comprehensive planning process to provide substance abuse and violence prevention strategies and activities.
2. The contractor must use Community Organizing as a primary prevention strategy. CTED requires that a local CM contractor devote a minimum of 16 hours per week to local community organizing efforts. However, should the local CM contractor fulfill this requirement using non-CM resources, they will be deemed as acceptable in ensuring that the intent of the RCW is fulfilled so long as this is documented in CTED files by a memorandum of understanding, subcontract, or other document.
3. The CM contractor may not use CM state or federal funds to supplant other funds.
4. [RCW 43.270.020\(2\)\(b\)\(iv\)](#) requires community-wide involvement.  
CTED staff will review biennial CM funding applications to ensure that an adequate amount of local staff resources are budgeted in order to fulfill the intent of the RCW that broad, meaningful involvement is achieved within the county.
5. The CM contractor is required to provide a 25 percent match of the state and federal funds provided by CTED. See Section V. D. for further information regarding Match Requirement and Program Income.
6. The CM contractor must provide for fiscal accountability. The contractor will use [Generally Acceptable Accounting Practices](#) (GAAP) to assure appropriate fiscal control, proper management, and efficient disbursement of all CM funds.
7. The CM contractor must comply with all data reporting and evaluation requirements. Please see Section IX. Program Requirements for further information.
8. The CM contractor shall provide to CTED a copy of any finding of discrimination on the grounds of race, sex, color, religion, national origin, or disability against the contractor or any participant of the project(s) being funded, by any state or federal court, or agency. The contractor shall have 30 days from the date of notification of discrimination findings to correct such findings.

The CM contractual agent must comply with the provisions of [28 CFR](#) applicable to grants and cooperative agreements, including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedures; and



Nondiscrimination and Equal Employment Opportunity Policies and Procedures.**Subcontracts**

The CM contractor may enter into subcontracted agreements with other local entities for the purpose of providing CM activities and services. See Section V. B. Contracts and Subcontracts for subcontracting detail. Agreements or subcontracts must be written and specify the following:

- a. Purpose of agreement.
- b. Subcontractor organizational structure.
- c. Role of subcontractor.
- d. Terms and conditions of programmatic and financial participation.
- e. Procedures for procurement and disposal of any equipment purchased with project funds.
- f. See Section IX Program Requirements for additional information.

## **H. Assurances**

The CM contractor shall guarantee the assurances required in the biennial application. This section will provide more detail about some of the assurances.

1. If the organization is a non-profit 501(c)(3), it has a board that has adopted and implemented by-laws for governance. The non-profit board is not deemed as appropriate to serve the purposes of the CM policy board.
2. If the organization is a local government, a consortium of local governments, or a school district, it must have a policy board to oversee the CM program.
3. The CM Policy Board must include local representatives of law enforcement, local and tribal government, education, treatment, and parents. It may also include:
  - Citizens Groups
  - Business
  - Juvenile Justice
  - Human Services
  - Community Health & Safety Networks
  - The Faith Community
  - Ethnic and Cultural Representation
  - Youth
  - Service Clubs
  - Health Services
  - Public Housing
  - Job Training
  - Juvenile Justice
  - Child Protective Services

If a CM program has more than one community board active in towns or portions of a county, then a CM Core Board, made up of representation from each of the separate boards within that county, may act as the countywide CM Program Policy Board on behalf of their separate constituencies so long as the community boards meet the representative requirements and the bylaws reflect the required Community Mobilization functions.

A flow chart or other graphic representation of each separate CM Board and the CM Policy Board shall be submitted to CTED with the CM Program Application. Backup pages listing board members and their affiliations shall be attached to the flow chart.

4. The CM contractor will:
  - a. Comply with all applicable requirements and regulations of [RCW 43.270](#) and [Title IV. Safe and Drug-Free Schools and Communities Act](#), as amended.
  - b. Maintain fiscal control and fund accounting procedures adequate to ensure the proper disbursement of and accounting for all CM funds.
  - c. Ensure full cooperation of administrative and program staff and the availability of all records upon request and convenience of staff from the [Department of Community, Trade and Economic Development](#); Office of the Governor; U.S. Department of Education; or the Office of the State Auditor, who are charged with monitoring program compliance and the use of funds provided.
  - d. Comply with regulations promulgated by the federal government to maintain a drug-free workplace as required by the Drug-free Workplace Act of 1988 and implemented by [28 CFR Part 67, Subpart F](#).
  - e. Comply with the Americans with Disabilities Act (ADA) of 1990.
  - f. Not undertake any prohibited political activities with these funds, as required by Section 1352, title 31 of the U.S. code and implemented at [28 CFR Part 69](#). This includes, but is not limited to, partisan political activity; lobbying the congress, the legislature, or any federal or state agency; and campaigning on any ballot measure.
  - g. Not discriminate against any employee or applicant for employment or service provision because of race, color, religion, age, sex, marital status, national origin, political affiliation, or the presence of any sensory, mental or physical disability. The organization agrees to take affirmative action to ensure that applicants are employed and that employees are without discrimination because of their race, color, religion, age, sex, political affiliation, handicap or national origin. Such action shall include, but not be limited to, employment upgrading, demotion or transfer, recruitment and recruitment advertising, layoff or termination, rates of pay or other forms of compensation and training.
  - h. Guarantee that federal funds are not expended for treatment services or activities.
  - i. Will assure that they are in good standing with all state and federal entities as required by Executive Order 12549, Debarment and Suspension, and implemented at [28 CFR Part 67](#).

## **I. Special Cancellation Conditions**

### **1. Commencement Within 60 Days**

Contracted activities must be operational within 60 days of the starting date of the contract period or scheduled project. Should the project be delayed, the contractor must report in writing to CTED the steps taken to initiate the project, the reasons for the delay, and the revised start date.

### **2. Operational Within 90 Days**

Contracted activities must be operational within 90 days of the contract start date. Should the project be delayed, the contractor must submit a statement to CTED explaining the delay. CTED may cancel the contract and recapture unexpended contract funds, or extend the implementation date of contracted activities past the 90-day period. When this occurs, the appropriate contract files and records will note such extension.

# Section V

## Contracts

| Title   | Page       |
|---|------------|
| <b>A. Policy Requirements .....</b>                           | <b>V-1</b> |
| 1. Publicity  |            |
| 2. Copyright  |            |
| 3. Equal Opportunity Policy                                   |            |
| 4. Conflict of Interest                                       |            |
| <b>B. Subcontracts .....</b>                                  | <b>V-3</b> |
| 1. Subcontracts Required                                      |            |
| 2. Other Types of Subcontracts                                |            |
| 3. Assurance of Satisfaction                                  |            |
| 4. Agreement Clauses  |            |
| <b>C. Allowable and Unallowable Costs.....</b>                | <b>V-4</b> |
| 1. Program Activities   |            |
| 2. Allowable Use of Funds                                     |            |
| 3. Allowable Costs  |            |
| 4. Unallowable Costs  |            |
| <b>D. Match Requirement/Program Income .....</b>              | <b>V-9</b> |
| 1. Amount of Match  |            |
| 2. Allowable Match  |            |
| 3. Unallowable Match  |            |
| 4. Rate of Matching Funds Expenditure                         |            |
| 5. Documentation of Match                                     |            |
| 6. Requiring Match of Subcontractors or Mini-grant Recipients |            |
| 7. Insufficient Match Funds                                   |            |
| 8. Program Income   |            |
| 9. Restrictions on Use  |            |

|           |   |             |
|-----------|---|-------------|
| <b>E.</b> | <b>Non-Supplanting Requirement .....</b>          | <b>V-11</b> |
| <b>F.</b> | <b>Property, Procurement and Disposition.....</b> | <b>V-11</b> |
| <b>G.</b> | <b>Property Management .....</b>                  | <b>V-12</b> |
|           | 1. Property Records                               |             |
|           | 2. Equipment                                      |             |
|           | 3. Indemnification and Insurance                  |             |
| <b>H.</b> | <b>Contract Suspension/Termination.....</b>       | <b>V-14</b> |
|           | 1. Suspension                                     |             |
|           | 2. Termination                                    |             |
| <b>I.</b> | <b>Recovery of Costs Incurred by CTED.....</b>    | <b>V-14</b> |
|           | 1. Recapture Funds                                |             |
|           | 2. Recapture Period and Repayment                 |             |

## **V. CONTRACTS**

**ADOPTED 11/7/02**  
**Revision adopted: 11/9/06**

CM contracts are executed based upon the application detail, including the contractor's fiscal projections.

### **A. Policy Requirements**

#### **1. Publicity**

CM Programs are encouraged to make the results and accomplishments of their activities available to the public. Prior approval is not needed for publishing project reports.

- a. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal or state funds, the contractor and all subcontractors receiving CM funds, shall clearly state:

- i. The percentage of the total cost of the program or project that is financed with CM funds.
- ii. The dollar amount of CM funds dedicated to the project.

- b. All published materials financed in whole or in part by CM shall contain the following statement:

"This project was supported by a grant from the Department of Community, Trade and Economic Development, and the Safe and Drug-Free Schools and Communities Act of 2001, U.S. Department of Education. Points of view or opinions contained within this document do not necessarily represent the official position of the Department of Community, Trade and Economic Development or the U.S. Department of Education."

- c. One copy of any such publication shall be submitted to CTED. CTED reserves the right to distribute, as appropriate, to other potential contractors or interested parties. The contractor may request in writing a waiver of this requirement.

#### **2. Copyright**

All finished or unfinished documents, data, studies, surveys, drawings, models, photographs, films, duplicating plates, computer disks, and reports prepared by the contractor using CM funding shall be for the common use of both the contractor and CTED. CTED may duplicate, use, and disclose in any manner and for any purpose whatsoever all material prepared by the contractor using CM funding.

The contractor shall be required to obtain prior approval of CTED to produce patents, patent rights, inventions, original books, manuals, films, or other patentable or copyrightable materials, developed in whole, or in part, with CM funding. CTED reserves the right to determine whether protection of inventions or discoveries shall be dispensed with and administered in order to protect the public interest. Before the contractor copyrights any materials produced with CM funding, CTED reserves the right to negotiate a reasonable royalty fee and agreement.

3. Equal Opportunity Policy: The contractor shall maintain and comply with all nondiscrimination rules and must address employment, service, and treatment provided to individuals on the basis of race, color, national origin, sex, sexual orientation, religion, creed, marital status, age, Vietnam era or disabled veterans status, or the presence of any sensory, mental, or physical handicap.
  - a. Elements of the plan include but are not limited to the following:
    - i. Nondiscrimination in employment processes and procedures.
    - ii. Nondiscrimination in treatment or service of the public.
  - b. If a recipient of contract funds is found in violation of the nondiscrimination clause as contained in the contract between CTED and the contractor, and if steps toward voluntary compliance prove to be ineffective or insufficient, CTED may take steps to terminate the contract and the contractor may be declared ineligible for further contracts with CTED.
  - c. The contractor must comply with the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. Section 12101 et., and its implementing regulations, and shall provide equal opportunity to any business or enterprises to participate in the performance of the contract. These conditions shall be included in all subcontracts made by the contractor.
4. Conflict of Interest: The contractor is required to maintain and comply with a Conflict of Interest policy that reflects the requirements in Chapter [42.52 RCW](#), Ethics in Public Service. All personnel and officials connected with the CM Program must adhere to the requirements below.
  - a. Advice: No official, employee, or CM Policy Board member of the contractor shall personally benefit through participation in the making of decisions, approval, disapproval, recommendation, rendering of advice, investigation or other actions in any proceeding, application, request for a ruling, other determination, contract, cooperative agreement, claim, controversy, or other particular matter in which CM funds are used.
  - b. Where, to their knowledge, he/she or his/her immediate family, partners, or organization other than a public agency in which he/she is serving as officer, director, trustee, partner, employee, or any person or organization with whom he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.
  - c. Appearance: In the use of CM funds, officials, employees or CM Policy Board Members of state or local contractors or participating contractors shall avoid any action that might result in or create the appearance of:
    - i. Using his or her official position for private gain.
    - ii. Giving preferential treatment to any person(s), program or organization.
    - iii. Losing complete independence or impartiality.
    - iv. Making an official decision outside official channels.
    - v. Affecting adversely the confidence of the public in the integrity of the government or the program.
  - d. The department may, by written notice to the contractor, terminate the contract if it is found after due notice and examination that there is a violation of the Conflict of

Interest policy. If the contractor takes appropriate and sufficient action to address the violation, CTED may, at its discretion, waive termination of the contract.

## **B. Subcontracts:**

**ADOPTED 11/19/02**

### **1. Subcontracts Required**

Subcontracts are required when a contractor pays for services for a population or a coalition. Subcontracts must follow the contractor's procurement policies. Subcontracts must be in place before services are delivered. Work or services subcontracted under the contract must be authorized by CTED. CTED retains the right to review all subcontracts. The terms of the subcontract must be specified in writing and shall include:

- a. Specific projects and/or activities funded by the subcontract.
- b. Timelines for completion and duration of subcontract.
- c. Outcome measures to be used to measure the effectiveness of the project(s).
- d. Reporting requirements, including due dates.
- e. Process for reporting expenditures and match (if indicated) and requesting reimbursement.
- f. Provisions for monitoring of subcontract fiscal and program components.

### **2. Other Types of Subcontracts**

#### **a. Personal Service Contracts**

A personal service contract is required when the contractor procures services to assist staff such as strategic planning, consultants, speakers, advisors, and bookkeeping.

#### **b. Honorariums, facilities rental, youth stipends, and other stipends.**

An honorarium is not covered in a typical subcontract or personal service contract. It requires a modified contract, which provides enough detail that the contractor clearly knows what is purchased. It is less detailed than a full sub-contract.

#### **c. Mini-Grants**

A mini-grant requires a contract which is detailed enough to clearly explain the services, activity, or project that will be received under the grant; and how the subcontractor will be paid.

### **3. Assurance of Satisfaction**

The contractor is responsible for assuring the satisfactory accomplishment of all activities included in each subcontracted relationship.

### **4. Agreement Clauses**

Additionally, the agreement must also incorporate sections of the CTED contract, as directed in the contract. Sections to incorporate include, but are not limited to:

- a. Statement of Work.
- b. Budget and reimbursement provisions and procedures.
- c. Reporting requirements.
- d. Availability for monitoring and record review.
- e. Maintenance of records.
- f. Single Audit Act requirements.

- g. Liability insurance and bonding.
- h. Restrictions against lobbying.
- i. Non-duplication of costs.
- j. Hold Harmless clause.
- k. Confidentiality clause.
- l. Worker's Compensation coverage.
- m. Non-discrimination (equal opportunity clause).
- n. Acknowledgement of Federal Funds clause for publications (where applicable).
- o. Policies governing:
  - Personnel.
  - Operations (fiscal, accounting, and program).
  - Procurement.
  - Drug-free workplace.
  - Equal opportunity in employment.
  - Conflict of interest.
- p. How contract can be modified and by whom.
- q. Termination conditions and severability clause.

## **C. Allowable and Unallowable Costs**

**ADOPTED 11/7/02**

### **1. Program Activities**

CM funding is available for developing and implementing coordinated, comprehensive substance abuse and violence reduction strategies in local communities. Funding is available for the coordination, collaboration, and provision of prevention, intervention, and treatment activities to reduce and prevent drug and alcohol abuse and violence in communities.

- a. Per [Title IV. Part A of the No Child Left Behind Act](#), priority is given to programs and activities that serve:
  - i. Children and youth who are not normally served by state or local educational agencies.
  - ii. Populations that need special services or additional resources, such as preschoolers, youth in juvenile detention facilities, runaway or homeless children and youth, pregnant and parent teenagers, and school dropouts.
- b. Authorized Activities: The following activities are authorized under federal [Title IV. Part A. Safe and Drug-Free Schools and Community Act](#) funding:
  - i. Disseminating information about drug and violence prevention.
  - ii. Training parents, law enforcement officials, judicial officials, teachers, counselors, health professionals, social service providers, and community leaders about drug and violence prevention, comprehensive health education, early intervention, pupil services, or rehabilitation referral.
  - iii. Developing and implementing comprehensive, community-based drug and violence prevention programs that link community resources with schools, and integrate services involving education, vocational and job skills training and



placement, law enforcement, health, mental health, community service, mentoring, and other appropriate services.

- iv. Planning and implementing drug and violence prevention activities that coordinate CM program efforts with those of state educational agencies and local educational agencies.
  - Activities to protect students traveling to and from school.
  - Before- and after-school recreational, instructional, cultural, and artistic programs that encourage drug- and violence-free lifestyles.
  - Activities that promote the awareness of and sensitivity to alternatives to violence through courses of study that address related issues of intolerance and hatred.
  - Developing and implementing activities to prevent and reduce violence associated with prejudice and intolerance.
  - Developing and implementing strategies to prevent illegal gang activity.
  - Coordinating and conducting community-wide violence and safety assessments and surveys.
  - Service-learning projects that encourage drug-and violence-free lifestyles.
  - Evaluating programs and activities.
2. Allowable use of funds may include, but are not limited to:
  - a. Administrative Costs: Costs directly associated with administration, supervision, program management, and program development. (For example, costs associated with an audit, indirect rate, managing contracts, supervising staff, preparing reports and requests for reimbursement, etc.) No more than ten percent of the total contract award may be used for administrative costs. Sub-contractor(s) administrative costs must be included in the total ten percent explained above.
  - b. Operating Costs: Costs directly associated with coordination and implementation of program activities and services in the community. These operating costs include, but are not limited to, personnel (salaries and benefits), printing, supplies, contractual services, equipment, travel, training, and the costs of occupying, operating, and maintaining space used for these purposes. Supervision of staff who deliver direct services are not part of operating costs.
  - c. Cost Composition: Total Cost is comprised of the allowable direct cost incident to its performance, and its allowable indirect costs. Costs applicable to the contract may be classified as either direct or indirect costs.
    - i. Direct Costs: Costs identified specifically with the particular program objective. Typical direct costs are:
      - Compensation for employee time devoted specifically to the execution of the contracted programs.
      - Materials acquired, consumed, or expended specifically for the purpose of the program.
      - Travel and training directly related to the objective of the program.
      - Equipment and other capital expenditures approved for use in the program.

- ii. Indirect Costs: Costs incurred for the benefit of more than one program. Generally, these costs are not readily assignable to the programs specifically benefited. However, the costs are necessary to the operation of the organization and program. Typically these costs are shared on a predetermined system (such as a percent of the total grant, or a rate based upon the number of employees).
    - For an indirect charge to be reimbursed by CTED, the contractor must have an indirect cost rate or allocation plan previously approved by a federal agency or CTED.
    - General pooled overhead expenses such as accounting services, space rent, use of phones, and legal services may only be billed as indirect costs.
    - Care must be taken to ensure that costs are not double billed as direct program specific charges and as general overhead, indirect costs.
3. Examples of Allowable Costs:
  - a. Accounting: The cost of establishing and maintaining accounting and other information systems required for the management of the program is allowable.
    - i. Costs incurred by central service agencies for these purposes.
    - ii. The cost of maintaining central accounting records required for overall state, local, or Native American tribal government purposes, such as appropriation and fund accounts by the treasurer, comptroller, or similar officials, is considered to be a general expense of government and is not allowable.
  - b. Advertising: Advertising includes promotion of the program in newspapers, magazines, direct mail and trade papers, and on radio and television. The advertising costs allowable are those used solely for:
    - i. Personnel recruitments.
    - ii. Solicitation of bids for the procurement of needed goods and services.
    - iii. Public education information to prevent substance abuse and violence.
    - iv. Other purposes specifically provided for in the contract.
  - c. Audit Service: Program audit costs necessary for the administration and management of functions related to this contract are allowable.
  - d. Budgeting: Costs incurred for the development, preparation, presentation, and execution of budgets are allowable.
  - e. Building Lease Management: The administrative cost for lease management that includes review of lease proposals, maintenance of a list of available property for lease, and related activities is allowable.
  - f. Communications: Costs incurred for telephone calls or service, telegraph, teletype service, wide area telephone service (WATS), centrex, telpak (tie lines), postage, messenger service, e-mail, internet access, and similar expenses are allowable.
  - g. Compensation for Personnel Services: Includes all remunerations, paid currently or accrued, for services rendered during the contract period, including but not necessarily limited to wages, salaries, and supplementary compensation and benefits. The cost of such compensation is allowable to the extent that total compensation for individual employees is:
    - i. Reasonable for the services rendered.

- ii. Based on employment made in accordance with state, local, or Native American tribal government laws and rules and which meet federal merit system or other requirements, where applicable.
  - iii. Provided only to those employee benefits normal to the contractor, in the form of employers' contribution or expenses for social security, and employees' life and health insurance plans.
  - iv. Consistent with compensation paid for similar work in other activities of state, local, or tribal government.
- h. Employee Fringe Benefits: Costs identified below are allowable to the extent that total compensation for employees is reasonable.
  - i. Employee benefits in the form of regular compensation paid during periods of authorized absence from the job, such as for annual leave, sick leave, court leave, military leave, and the like, provided they are: (1) incurred pursuant to an approved leave system, and (2) the cost thereof is equitably allocated.
  - ii. Employee benefits in the form of employers' contribution or expenses for social security, employees' life and health insurance plans, unemployment insurance coverage, worker's compensation insurance, pension plans, severance pay, and the like, provided such benefits are granted under approved plans and are distributed equitably to the contracted programs and other activities.
- i. Maintenance and Repair: Costs incurred for necessary maintenance, repair, or upkeep of property which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable.
- j. Materials and Supplies: The cost of materials and supplies necessary to carry out grant programs is allowable. Purchases made specifically for the contracted activity should be charged thereto at their actual prices after deducting all cash discounts, trade discounts, rebates, and allowances received by the contracted activity. Withdrawals from general stores or stockrooms should be charged at cost under pricing methods that are consistently applied. Shipping and handling charges are a proper part of material cost.
- k. Memberships, Subscriptions, and Professional Activities: The cost of membership in civic, business, technical, and professional organizations is allowable provided that:
  - i. Benefit from the membership is related to the contract's operation or purpose.
  - ii. Expenditure is for agency membership.
  - iii. Cost of the membership is reasonably related to the value of the services or benefits received.
  - iv. Expenditure is not for membership in an organization that devotes a substantial part of its activities to influencing legislation.
- l. Reference Material: Cost of books and subscriptions to civic, business, professional, and technical periodicals is allowable when related to the program.
- m. Meetings and Conferences: Costs are allowable when the primary purpose of the meeting is related to the program's goals, objectives, or activities.
- n. Motor Pools: The costs of a service organization which provides automobiles to contracting agencies at a mileage or fixed rate and/or provides vehicle maintenance, inspection, and repair services are allowable.

- o. Payroll Preparation: The cost of preparing payrolls and maintaining related wage records is allowable.
  - p. Personnel Administration: Costs for the recruitment, examination, certification, classification, training, establishment of pay standards, and related activities for the program are allowable.
  - q. Procurement: The cost of procurement service, including solicitation of bids, preparation and award of contracts, and all phases of contract administration in providing goods, facilities, and services for the program is allowable.
  - r. Taxes: Taxes or payments in lieu of taxes that the contractor is legally required to pay are allowable.
  - s. Training and Education: The cost of in-service training and workshops, provided for employee development that directly or indirectly benefits the contracted program is allowable.
  - t. Transportation: Costs incurred for freight, cartage, postage, and other transportation costs relating either to goods purchased, delivered, or moved from one location to another are allowable.
  - u. Travel: Expenses include the costs for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business relating to the contracted program. The method used to reimburse travel expenses must result in charges consistent with those normally allowed in like circumstances in non-federally sponsored activities.
  - v. Equipment: Items necessary to the efficient and effective implementation of the program used solely for the CM Program are allowable costs. Equipment such as computers, printers, copying machines, etc. must be approved by CTED prior to purchase.
4. Examples of Unallowable Costs:
- a. Bad Debts: Any losses arising from uncollectible accounts and other claims and related costs are unallowable.
  - b. Contingencies: Contributions to a contingency reserve or any similar provision for unforeseen events are unallowable.
  - c. Contributions and Donations: Contributions and donations to another agency for which no services are rendered are unallowable costs.
  - d. Fines and Penalties: Costs resulting from violations of, or failure to comply with, federal, state, and local laws and regulations are unallowable.
  - e. Interest and Other Financial Costs: Interest on borrowing bond discounts, cost of financing and refinancing operations, and legal and professional fees paid in connection thereof, are unallowable except when authorized by federal legislation.
  - f. Costs Not Supportive of the Scope of Services: Expenditures for purposes not supportive of the expressed goals of the program as specified in the contract's scope of services and budget or in the grant application are not allowable.
  - g. The cost of maintaining central accounting records required for overall state, local, or Native American tribal government purposes, such as appropriation and fund accounts by the treasurer, comptroller, or similar officials, is considered to be a general expense of government and is not allowable.

#### **D. Match Requirement and Program Income**

**ADOPTED 9/5/2002**

1. Amount of Match: This program requires a 25 percent match for all funds **awarded**. Match may be cash, in kind, or any combination of both.
2. Allowable Match
  - a. The federal portion may not be matched with federal funds or any federal program. The state portion of the funding can be matched by any source including federal funds or federal program in-kind (e.g. OJJDP programs, HHS programs).
  - b. Any funds, goods or volunteer service, which is not paid for by CM funds and provides support to the program or its activities, may be considered for match.
  - c. Examples of match are:
    - i. General program income (other than CM Funding).
    - ii. Space provided without charge to CM for any program activity (calculated at the cost the space or similar space would cost for the same amount of time).
    - iii. Staff support paid for by another agency or another program. The services shall be valued at the employee's regular rate of pay exclusive of the employer's fringe benefits and overhead costs.
    - iv. Volunteer time, calculated upon the prevailing wage of the activity. The rate for similar work shall be consistent with a) the agency's prevailing wage, or b) the prevailing wage in the labor market. A commensurate amount of fringe benefits may be included in the valuation of volunteer services. Example: If a doctor donates time to perform medical services, match would be calculated based upon the usual cost of the service if the doctor were to charge for the services. If a doctor donated his/her time to serve as chaperone or assistant to a program activity, match would not be calculated based upon the doctor's usual cost, but upon the pay a person would usually receive for that type of service.
    - v. Any volunteer activity that supports the program or its activities may be considered for match (including hours volunteer board members spend in overseeing the program).
    - vi. Equipment and space: If a third party donates the use of equipment to which it retains title, the contribution shall be valued at the fair rental rate of the equipment or space. Equipment donated to the contractor for use with the CM program may also be counted.
    - vii. Donated supplies used for any program activity (this includes office supplies, activity supplies, and refreshments). Contribution shall be valued at the market value of the supplies at the time of donation.
3. Unallowable Match

Costs or in-kind that are used as match for another federal program may not also be used as match for CM.
4. Rate of Matching Funds Expenditure

The contractor details expected match in the yearly budget. Any variances are approved in the budget award or application. Generally, match funds should keep pace with the expenditure of funds provided under the contract. For example, if during the

reimbursement period, 15 percent of the grant funds were expended, than about 15 percent of the match funds should also be expended.

CTED may request justification at any time when matching funds are significantly under-reported. If the contractor provides inadequate justification, CTED may suspend payment or terminate the contract.

Contractors are required to provide and report 25 percent match. They are also encouraged to document all additional allowable match funds (in cash or in kind) in their expenditure and requests for reimbursement. Actual match figures are collected and/or exported for legislative and reporting purposes.

#### 5. Documentation of Match

All match, both cash and in-kind shall be documented. Records shall be made available to CTED staff upon request.

- a. For cash: a record of the source, amount, method, and date of donation shall be documented and maintained by the contractor
- b. For in-kind: the source, description of donation, value, and date of donation shall be documented and maintained by the contractor. An example of documentation includes a letter addressed to the donor, stating the above information and acknowledging their gift can serve as a record or an Excel tracking sheet.
- c. For volunteer hours: the number of hours spent, dates of service, value per hour of service, total amount, and activity provided will be included in the record. For purposes of documentation, the program may keep timesheets or may document the service through a letter of acknowledgement that includes the above information.

#### 6. Requiring Match of Subcontractors or Mini-Grant Recipients

The contractor may require match of subcontractors and mini-grant recipients. Such match may be applied as a portion of the match requirement of the contractor. All requirements regarding match apply to subcontractors and contractors alike.

#### 7. Insufficient Match Funds

- a. Programs must provide and document sufficient match for the amount of funding provided. It is expected that a comparable amount of funding will be left unspent when the program cannot meet the match.
- b. If a program is unable to identify sufficient match to meet the contracted 25 percent, the program may submit a letter to CTED requesting a waiver of the 25 percent match requirement. CTED may choose to forgive that portion of the match not provided. This will be done on a case-by-case basis. Possible reasons for inability to provide match include:
  - i. A supporting agency or organization loses part or all of the funding it usually donates to the program.
  - ii. General economic crisis in the community.
  - iii. An organization that usually supports the program's activities redirects its mission and efforts to another field of interest.

- c. CTED may elect to recover contracted funds spent for which the 25 percent required match is not reported to CTED. CTED may also elect to forgive the portion of unmet match.
8. Program Income
- a. All income generated as a direct result of projects financed in part or in whole with contract funds shall be deemed program income. Common forms of program income include interest and fees (such as conference participant and training fees).
  - b. Program income generated as a result of contract funds must be used for the purposes and under the conditions applicable to the use of contract funds. At a minimum, program income must be directed back to the contracted activities at a ratio or level similar to that used by the contracted project to generate the income.
  - c. Contractors are required to account for program income using generally accepted accounting principles.
  - d. Program income may be considered as match upon expenditure.
9. Restrictions on Use
- Match funds and program income are subject to the same restrictions and conditions of use as the contract funds.

#### **E. Non-Supplanting Requirement**

**ADOPTED 11/7/02**

Federal and state funds, match, and program income will not be used to replace federal, state, or local funds that would, in the absence of such federal or state aid, be made available for CM Program activities.

#### **F. Property, Procurement and Disposition Standards**

1. Procurement Standards: Contractors shall establish procurement policies and procedures for all purchases funded by CM-Programs as follows.

Procurement standards shall conform to applicable state and federal law, and the standards identified in the Procurement Standards Sections of the Contract General Terms and Conditions or [OMB Circular A-110](#). Contractors with procurement procedures that do not meet these standards are subject to review and corrective action by CTED.

- a. Contractors shall establish a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of bids using contract funds.
- b. Prior Approval is required for:
  - i. All sole source contracts in excess of \$5,000.
  - ii. All equipment purchases in excess of \$500 per unit that is not supported in the contract application.
  - iii. Prior approval requests shall include a copy of the proposed subcontract, any related procurement documents, and justification for noncompetitive procurement, if applicable.

- c. Adequate Competition: All procurement transactions, whether negotiated or competitively bid without regard to dollar value, must be conducted in a manner which provides open and free competition.
  - i. Noncompetitive Practices: Contractors must be alert to organizational conflicts of interest or noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.
  - ii. Contractors that develop or draft specifications, requirements, statements of work, and/or Request for Proposals for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.
  - iii. An exemption to this regulation requires the prior approval of CTED and is only given in unusual circumstances, such as when a nonprofit organization acts as the agent for the state or local unit of government. Any request for exemption must be submitted to CTED in writing.
- d. Disposition Standards
 

Replacement of Property: When an item of property is no longer efficient or serviceable and replacement equipment is required, the item may be sold.
- e. Transfer: CTED may authorize transfer of property to other activities or purposes to support the state's CM strategy. Transferred property with a per unit fair market value of \$1,000 or more shall be accompanied by a certificate including:
  - i. Identification of the agency making the transfer.
  - ii. Identification of the funding source.
  - iii. Requirement as a condition of acceptance that the property be dedicated to program activities so long as the receiving agency has need of the property.
  - iv. Requirement as condition of acceptance that the disposition proceeds, if over \$100, be returned to the agency making the transfer.

## **G. Property Management**

1. Property records must be maintained on all items costing \$1,000 per unit cost. Any small and attractive items such as computer equipment, boom boxes, cameras, radios, and other items that have a useful life of more than one year must also be recorded. Expendable supplies are excluded from this requirement. The contractor may develop more stringent requirements.
  - a. Property records must include a description of the property; a serial number or other identification number; the source of property; who holds title; the acquisition date; the cost of the property; the percentage of federal, state, and match participation in the cost of the property; the location, use, and condition of the property; and any ultimate disposition data including the date of disposal and sale price.
  - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
  - c. A control system must exist to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated and reported to CTED.
  - d. Adequate maintenance procedures must exist to keep the property in good condition.



2. Equipment: Equipment acquired in part or in whole with either contract or match funds shall be managed to ensure that the equipment is used for program-funded purposes. Standards and procedures governing ownership, use, and management are as follows.
  - a. Title: The title shall vest in the contractor or participating agency that purchases the property if they certify to CTED that the property will be used for contracted program or related program purposes.
  - b. Use and Management: Contractors will use and manage equipment in accordance with their own procedures as long as the equipment is used for the contracted program or subsequent related purposes.
  - c. Federal Equipment: In the event a contractor is directly provided federally-owned equipment used for the funded program, the following requirements apply.
    - i. The title remains vested in the federal government.
    - ii. Contractors shall manage the equipment in accordance with the rules and procedures of the federal agency providing the equipment, and submit an annual inventory listing to CTED.
    - iii. When the equipment is no longer needed, the contractor will follow the federal disposition instructions.
    - iv. Supplies: Title to unexpended supplies acquired for a contracted activity vests upon acquisition in the contractor or the acquiring participating agency.
  - d. Retention of Property Records: In the case of litigation, claims, or audit findings, the corresponding records will be retained until the audit findings involving the issues are resolved.
  - e. Competitive/Commercial Use of Program Equipment: Program equipment bought with either contract or match funds must not be used to provide services for a fee that competes unfairly with private companies that provide equivalent services, unless specifically permitted by federal or state statute.
3. Indemnification and Insurance
  - a. Indemnification: CTED and the state of Washington are indemnified from actions of contract recipients. Each contractor is considered to be an independent contractor responsible for its own actions and liability. Neither CTED nor the state share this responsibility or liability.
  - b. Insurance: CTED assumes no liability with respect to bodily injury, illness, accident, theft, or any other damages or losses concerning persons or property, or involving the contractor's equipment or vehicles.
    - i. The contractor is responsible for providing adequate insurance coverage to protect against legal liability arising out of activities under the program. The contractor must notify CTED 45 days before cancellation or reduction in the contractor's insurance coverage.
    - ii. Public Liability Insurance: The contractor shall carry and maintain general public liability insurance against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under the program. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the contractor or its officers, agents, representatives, assigns, or servants. The limits of liability insurance that may be increased from time to time

as deemed necessary by the state and with the approval of the contractor (which shall not be unreasonably withheld), shall not be less than \$1,000,000 combined single limits.

- iii. Automobile Liability Insurance: Program services contractors who use vehicles and who transport clients for program service delivery are required to carry automobile Safety Insurance. If contractor-owned personal vehicles are used, a Business Automobile Policy covering at a minimum Code 2 "owned autos only" must be secured. If contractor employee's vehicles are used, the contractor must also include under the Business Automobile Policy Code 9, coverage for "non-owned autos." The minimum limit for automobile liability is \$1,000,000 per occurrence, using a combined single limit for bodily injury and property damage.
- iv. Professional Liability, Errors, and Omissions Insurance: Professional contractors using licensed professionals (physician, psychologist, architect, or other licensed professional) to deliver program services are required to carry Professional Liability, Errors, and Omissions Insurance. The contractor shall maintain minimum limits no less than \$1,000,000 per occurrence.
- v. The contractor is responsible for ensuring that liability related to subcontractor activity is appropriately covered by insurance provided either by the subcontractor or contractor.
- vi. Alternatively, the contractor may provide the coverage specified above under a self-insurance risk management program.

## **H. Contract Suspension and Termination**

- 1. Suspension: CTED may suspend payment for the following conditions:
  - a. If the elements of the program's purpose, mission, goals, objectives, implementing activities, and program evaluation as stated in the CM application are not implemented or executed.
  - b. If CTED's reporting requirements are not met within 15 days of the due date, payment may be suspended.
- 2. Termination: In the event that reporting requirements are consistently not met with, CTED may terminate the contract for the following conditions:
  - Substantial deviation from, or violation of, the strategy and work plan as stated in the biennial Application for Funding and subsequent amendments are grounds for CTED to terminate the contract.
  - Monitoring visits with significant findings that are not appropriately addressed or resolved.

## **I. Recovery of Funds and Costs Incurred by CTED**

- 1. Recapture Funds

CTED reserves the right to recapture funds for failure to expend federal or state funds in accordance with federal and state laws and regulations or the provisions of the contract. The amount shall be equivalent to the extent of the noncompliance.

2. Fund Recovery and Repayment

CTED can recover such funds for a period up to three years after contract termination. Repayment must be made within 30 (thirty) days of the demand for repayment.

## Section VI

### Contract Amendments

|           | Title  | Page        |
|-----------|--|-------------|
| <b>A.</b> | <b>Contract Revisions .....</b>              | <b>VI-1</b> |
|           | 1. Revision Required                         |             |
|           | 2. Amendment Process                         |             |
|           | 3. CTED Approval                             |             |
|           | 4. Timelines                                 |             |
| <b>B.</b> | <b>Second Year Contract Amendments .....</b> | <b>VI-2</b> |
|           | 1. Amendment Packet                          |             |
|           | 2. Amendment Requirements                    |             |

## **VI. CONTRACT AMENDMENTS**

**ADOPTED 9/5/2002**  
**Revision Adopted: 11/9/06**

### **A. Contract Amendments**

#### **1. Revision Required**

Contract revisions are required when the contractor wishes to significantly change the scope of work or activities described in the biennial CM application. Significant changes include:

##### **a. Funding**

- i. Additional personnel. (Note: Funding incremental salary and benefit increases or overtime reimbursement is not, in itself, considered significant changes.)
- ii. Shifting funds into a category with an initial budget of zero.
- iii. Shifting funds into the administration category when no funds had been allocated for administration.
- iv. The contractor wishes to transfer funds between line items in a cumulative amount exceeding ten percent of the total budget.
- v. Reducing or increasing the total amount of funds that was originally authorized in the contract.

##### **b. Services**

- i. Shifting project performance from personnel identified in the program application or budget to either personal service contracts or subcontractors.
- ii. Changing primary contractor or contractual agent (see Section IV-D, page 3).

#### **2. Amendment Process**

- a. Request must be made in writing to CTED.
- b. The request should explain the reason for the revision.
- c. A revised budget must be submitted with all amendment requests affecting the budget.

#### **3. Approval**

One original and two copies of the approved amended Face Sheet. The amended Contract Face Sheets will be sent to the contractor for signature. After signing, all three copies must be returned to CTED for final signature. CTED will then return one copy of the fully executed amendment to the recipient for filing with contract documents.

#### **4. Timelines:**

Amendment requests must be approved prior to the implementation of any contractual changes. Amendments must be made during the contract period. Due to the amount of time needed to process the request, no amendment requests will be considered after May 15. All requests will be reviewed within 30 days of receipt. Approval by CTED will be made in writing.

## **B. Second-Year Contract Amendments**

Contracts are made for one-year time periods based on the information provided in the CM biennial application. Contracts for the second year of the biennium are made using the information in the CM biennial application as amended. Funding is allocated on an annual basis after the legislature establishes the budget.

Second Year Amendment Process:

### **1. Amendment Packet**

CTED will send an amendment packet to CM contractors. The packet will contain:

- a. Directions regarding the amendment process and due dates.
- b. Amendment forms.
- c. Budget forms.
- d. Form 8A (Logic Model).
- e. Allocation table for the forthcoming fiscal year.

### **2. Amendment Requirements**

Each contractor must complete and submit an amendment.

- a. The amendment must describe changes to the scope of work.
- b. Significant changes to the scope of work, including new activities or projects, require Form 8A.
- c. Discontinued activities must be noted.
- d. Budget forms must be completed using the county allocation from the allocation table.
- e. The process for approving the amendment is the same as for other amendments. See VI. Contract Amendments, A. Regional Contract Amendments, and 3. Approval.

## Section VII

# Community Mobilization Program CM Board Requirements

| Title  | Page         |
|--|--------------|
| <b>A. Policy Board Requirement .....</b>           | <b>VII-1</b> |
| <b>B Representative Membership.....</b>            | <b>VII-1</b> |
| 1. Minimum Representation                          |              |
| 2. Other Representation                            |              |
| <b>C. By-Laws.....</b>                             | <b>VII-1</b> |
| 1. Minimum Inclusion                               |              |
| 2. Additional Inclusion                            |              |
| <b>D. Program Planning .....</b>                   | <b>VII-2</b> |
| <b>E. Oversight of Program .....</b>               | <b>VII-2</b> |
| 1. MOU Requirements                                |              |
| 2. MOU Updates                                     |              |
| 3. Policy Board Involvement                        |              |
| <b>F. Involvement in Community Activities.....</b> | <b>VII-3</b> |
| 1. Board Determines Level                          |              |
| 2. Minimum Expectations                            |              |
| 3. Board Representation                            |              |

## **VII. CM POLICY BOARD RESPONSIBILITIES**

**ADOPTED 11/7/02**

**REVISED 9/17/03**

**Revision Adopted: 11/9/06**

### **A. Policy Board Requirements**

The CM Policy Board is a decision-making board. [RCW 43.270.020.2\(c\)\(x\)](#) requires that local CM grant applications identify a contractual agent who meets state requirements for each activity proposed for funding. CTED recognizes the Legislative intent to fund activities and strategies identified by community leaders as effective in preventing substance abuse and violence. Therefore, CTED regards the local CM Policy Board as the community representative for purposes of developing coordinated or complimentary strategies for the community. Consequently, since its inception, CTED has deferred to the local CM Policy Board's selection of a contractual agent. CTED contracts with the contractual agent, whose function is to administer and account for the funds provided to the community by the grant program. The CM Policy Board serves as the policy-making body for purposes of developing the community activities and strategies funded by the grant.

### **B. Representative Membership**

#### **1. Minimum Representation**

Local CM Policy Boards are required to have representation from education, law enforcement, local government, treatment, and parents.

#### **2. Other Representation**

Other members may be elected or appointed from among other prevention partners, community organizations, and individuals. The constitution of the board should represent the community as a whole. Membership may also include other prevention partners, youth, community members at large, representatives of tribes, local ethnic groups, the religious community, business, juvenile justice, the health department, and social services.

### **C. By-Laws**

#### **1. Minimum Inclusion**

The CM Policy Board shall have by-laws appropriate to the business and style of the group. By-laws must include:

- a. How members are recruited and selected.
- b. Meeting schedule and requirements.
- c. How officers are selected and their duties.
- d. What is a quorum?
- e. How decisions are made.
- f. Policies governing the relationship between the board and the contractual agent.
- g. How minutes will be kept, distributed, reviewed, and amended.
- h. How financial decisions will be made and recorded.
- i. Who has the authority to sign contracts and other legal documents.



- j. How the by-laws may be amended.
2. Additional Inclusion

Other issues of concern unique to the local CM Policy Board may be addressed as necessary.

  - a. Boards developed to provide oversight and direction for programs.
  - b. Entities in advocating.

#### **D. Program Planning**

The local CM Policy Board is required to plan, implement, and review the CM Program. This includes the following.

- The board shall determine the most appropriate process to ensure the completion of these tasks.
- The program's vision and mission. If the Board has previously written one or both of these, they should be reviewed whenever a significant number of the Board members change.
- The county's six-year strategic planning process, including the collaborative needs assessment.
- Review the risk and protective factors chosen as priorities for targeting the use of CM funding, as requested in CTED's funding application.
- Select three or more risk/protective factors appropriate for CM to address in the community. See CM Collaborative Risk and Protective Factors Assessment, under Application for Funds, Section IV.E.1. The development of goals and objectives as described in CTED's funding application.
- Participate in the selection of strategies and programs to address those goals.
- Prioritize services to children and youth not normally served, special needs populations, as well as programs incorporating mental health services [see Appendix B, Section 4112(a), (2) Priority and (3) Special Consideration]. Select outcome measures to determine the success of the program.
- Review outcome and evaluation results.

#### **E. Oversight of Program**

##### **1. MOU Requirements**

In order to minimize potential disputes, [RCW 43.270.020\(c\)\(x\)](#) requires that a Memorandum of Understanding (MOU) be made between the CM Policy Board and the CM Contractual Agent. The MOU must reflect the duties and powers of each party prior to the implementation of the local CM Program (see Appendix H for a sample MOU form).

- a. The MOU must include a dispute resolution agreement, and a clear explanation of the roles and responsibilities of the parties.
- b. This document must be dated and signed by the CM Policy Board Chair and the designated officer of the contractual agent.

2. MOU Updates

A new MOU must be signed:

- a. When roles/representative have changed.
- b. When either of the officials designated to sign the MOU is no longer a representative of the agency.
- c. At least every four years.

3. Policy Board Involvement

The CM Policy Board shall oversee the implementation of the program. At regular intervals, as decided by the Board, it shall review, at a minimum:

- a. Minutes of the previous meeting and any actions taken.
- b. Financial status of the program, including ongoing expenditures and revenues.
- c. Reports from the Program Coordinator and/or sub-contractors, as appropriate.
- d. Activities of the Program Coordinator (performance review, if appropriate) at regular intervals to ensure they support the direction of the CM Policy Board.
- e. Status of activities.
- f. Outcome measurements and results for goals, objectives, and activities.

**F. Involvement in Community Activities**

1. The CM Policy Board will determine the level of community involvement expected of Board members or the program, and determine the methods to be used for Board involvement as a whole.
2. At a minimum, the CM Policy Board and/or its members are expected to:
  - a. Contact policy makers (local, state, and/or federal) to educate them concerning the accomplishments, needs, and contributions of the CM program to the community.
  - b. Represent the local CM program to the media as appropriate.
  - c. Engage in fund-raising activities as determined by the Board.
  - d. Act as liaison between the Board and community partners as appropriate and as determined by the Board by-laws.

**REVISED 3/13/03**

- e. Keep a written outreach plan for achieving and maintaining meaningful participation from all appropriate segments of the community, including education, treatment, local government, law enforcement, and parents. In addition, it should include, as appropriate to the particular county, youth, service clubs, community members, juvenile justice, business, job training, human services, citizens' groups, health services, public housing, tribal commissions, CPS workers, the media, the faith community, prevention partners, ethnic and cultural representation, and others.
3. Board Representation

Board members will represent the Board and its stated opinions only as outlined by and in keeping with the Board by-laws.

# Section VIII

## Program Management

| Title   | Page          |
|---|---------------|
| <b>A. Regulatory Requirements.....</b>        | <b>VIII-1</b> |
| 1. Access to Applicable Regulations           |               |
| 2. Applicable Regulations                     |               |
| 3. Personnel Policies                         |               |
| 4. Other Policies and Procedures              |               |
| <b>B. Accounting System Standards.....</b>    | <b>VIII-1</b> |
| 1. Recording                                  |               |
| 2. Fiscal Controls                            |               |
| 3. Accounting Schedule                        |               |
| 4. Earned Income                              |               |
| <b>C. Timesheets/Attendance Records .....</b> | <b>VIII-2</b> |
| 1. Compensation                               |               |
| 2. Available for Review                       |               |
| <b>D. Retention of Records.....</b>           | <b>VIII-2</b> |
| <b>E. Audits .....</b>                        | <b>VIII-2</b> |
| 1. Audit Responsibilities                     |               |
| 2. Audit Objectives                           |               |
| 3. Implementation                             |               |
| 4. Audit Reporting Requirements               |               |
| 5. Audit and Financial Assistance Report      |               |
| 6. Resolution and Clearance of Audit Reports  |               |
| 7. Cooperation in Special Audits              |               |

## VIII. PROGRAM MANAGEMENT

ADOPTED 11/7/02  
Revision dated: 11/9/06

**A. Regulatory Requirements:** In addition to statutory requirements, the award and administration of contract funds are subject to applicable rules, regulations, and policies issued by the [Office of Management and Budget](#) (OMB), the [General Accounting Office](#) (GAO), the [U.S. Treasury](#), and [Education Department General Administrative Regulations](#).

1. Access to Applicable Regulations

Each contractor shall maintain, or have access to, all applicable regulations.

2. Applicable Regulations

The most applicable regulations are identified in Section II. Legislative Mandates, and Section VIII. Program Management.

3. Personnel Policies

Each contractor shall develop and maintain personnel policies that include:

- a. Job descriptions for all employees.
- b. Hiring, promotion, and termination guidelines.
- c. [Drug-free workplace](#) policies and procedures (as required by federal law).
- d. Equal Opportunity for Employment clauses (as required by federal law).
- e. Policies and Procedures to implement the Americans with Disabilities Act where appropriate (as required by federal law).

4. Other Policies and Procedures

Contractor shall develop and maintain written policies and procedures addressing the following issues:

- a. Program operations.
- b. Finances and accounting.
- c. Reporting requirements.
- d. Procurement.
- e. Subcontracts and oversight.

**B. Accounting System Standards:** The accounting system must follow [Generally Accepted Accounting Principles \(GAAP\)](#), to include an account structure, records, source documents, and a system for coding financial transactions and written operations.

1. Recording

The accounting system must record the receipt and disbursement of funds; record the purpose and category of disbursement; identify recipients; and identify the level of current expenditures and the current balance of program funds.

2. Fiscal Controls

Fiscal controls must be sufficient to ensure that all funds are readily identifiable—the level of current expenditures and the available balance of all program funds by source.

3. Accounting Schedule

A periodic accounting schedule for disbursed cash and/or receipts is required. Funds will be accounted for at least monthly if no other period is established by the fiscal policies of the contractor.

4. Earned Income

If the contractor charges fees for any services, use of equipment, or other activities which were paid for by CM funds, any income earned (including interest) shall be credited to the CM account and only used for CM activities.

**C. Time and Attendance Records:** Time and attendance records are required for all individuals receiving funds from multiple sources.

1. Compensation

No individual may be compensated for more than 100 percent of their time; therefore, when multiple funding sources are applied to the same individual, care must be exercised that only valid charges are made for salary and benefits, and when appropriate, for overtime.

2. Available for Review

Time sheets for all CM staff must be available for review by CTED.

**D. Retention of Records:** Organizational records shall be maintained for at least six years after the final invoice is submitted for each year of the contract.

**E. Audits**

1. Audit Responsibilities

Contractors shall adhere to the federal [Office of Management and Budget](#) (OMB), Generally Accepted Auditing Standards (GAAS), Government Accounting Standards (the Revised Yellow Book), [OMB Circular A-133](#), and other applicable federal and state regulations.

- a. Organizations expending less than \$500,000 per year in federal funds are not required to have any specific audit.
- b. Organizations expending more than \$500,000 and less than \$300,000 in federal funds shall have a financial audit in accordance with GAAS – Financial Audits.
- c. Organizations expending more than \$500,000 in federal funds shall have a single-agency audit.

2. Audit Objectives

Contracts and other agreements are awarded subject to conditions of fiscal, program, and general administration to which the contractor expressly agrees. Accordingly, the audit objective is to review the administration of federal funds and required non-federal contributions for the purpose of determining whether the contractor:

- a. Will maintain accounting records that will enable separate identification of all funds received and expended, and assure that subcontractors also maintain records that are auditable. The contractor shall be responsible for any audit exceptions incurred by its

own organization or that of its subcontractors. CTED reserves the right to recover disallowed expenditures.

- b. Has established an accounting system integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities. This system should provide reasonable assurance that the organization is managing state and federal financial assistance programs in compliance with applicable laws and regulations. This includes prepared financial statements, which are presented fairly, in accordance with generally accepted accounting principles.
- c. Prepares financial reports (which may include financial status reports, cash reports, and claims for advances and reimbursements) that contain accurate and reliable financial data, and are presented in accordance with the terms of applicable agreements.
- d. Expends funds in accordance with the terms of applicable agreements and those provisions of state and federal law or regulations that could have a material effect on the financial statements or on the awards tested.

### 3. Implementation

Audits shall be conducted annually. The due date of each audit shall be no later than 13 months after the end of the fiscal year in which the contract terminated.

The Schedule of Federal Assistance: When the contracting agency prepares the Schedule of Federal Assistance for the annual audit, the indirect portion of the schedule will include the following information.

- a. Contractor Agency: U.S.E.D./CTED
- b. BARS Code 333.16.579
- c. Program Name (as appropriate)
- d. Federal CFDA Number
- e. Other Contract Number (CTED assigned contract number)
- f. Total Award Amount (federal award, not total budget)
- g. Balance Unexpended at End of the SFY

The format of this information may vary within standard accounting rules and practices.

### 4. Audit Reporting Requirements

- a. The Office of the State Auditor shall conduct the audit of the contractor's program if the contractor is a state or local government entity. If the contractor is not a state or local government entity, the contractor may select an independent certified public accountant firm, in accordance with [OMB Circular A-122](#).
- b. The contractor is responsible for sending the audit report to CTED's Internal Audit Manager as soon as it is available, but no later than 13 months after the end of the contractor's fiscal year. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The contractor will respond to department requests for information or corrective action concerning audit issues within 30 days of the date of request.
- c. The contractor shall include the requirements in this section in any subcontracts.

- d. As applicable, costs of the audit are an allowable expenditure. For more information concerning audits, see the CM Program Contract General Terms and Conditions (Attachment F).
  - e. If the auditor becomes aware of irregularities or illegal acts, the contractor must give prompt notice to management officials and CTED.
  - f. Failure to have audits performed as required may result in the withholding of new awards and/or withholding of funds or changes in the method of payment on active contracts.
5. Audit and Financial Assistance Report
- This report is separate from the audit itself. It has a different due date and routing.
- a. The elements of this report include the type of audit to be conducted for the fiscal year, and the financial assistance received from state and federal governments, directly or indirectly.
  - b. Three copies of The Audit and Financial Assistance Report and annual audit for each year in which either contract or match funds are expended are to be provided to:  
Department of Community, Trade and Economic Development  
Administrative Services Division  
Attention: Fiscal Management  
128 – 10<sup>th</sup> Avenue SW  
PO Box 42525  
Olympia, Washington 98504-2525
6. Resolution and Clearance of Audit Reports
- Timely action on recommendations by responsible management officials is an integral part of the effectiveness of an audit.
- a. Each contractor shall have policies and procedures for acting on audit recommendations by designating officials who are responsible for maintaining a record of the action taken on recommendations and time schedules, and responding to and acting on audit recommendations.
  - b. A report of the action taken and the resolution of the audit exception must be made to CTED in writing. Failure to correct an audit finding or to notify CTED of the resolution of such a finding may be cause to withhold funds or terminate the contract.
7. Cooperation in Special Audits
- Contractors and subcontractors are subject to and will cooperate in any special audits conducted by or on behalf of CTED.

# Section IX

## Program Requirements

| Title  | Page        |
|--|-------------|
| <b>A. Fiscal Reporting and Records .....</b>         | <b>IX-1</b> |
| 1. Overview  |             |
| 2. Requests for Reimbursement                        |             |
| 3. Final Expenditure Reports                         |             |
| 4. Final Contract Close-out Reports                  |             |
| 5. Annual Report                                     |             |
| <b>B. Program Activity Reports .....</b>             | <b>IX-2</b> |
| <b>C. Maintenance and Retention of Records .....</b> | <b>IX-2</b> |
| 1. Coverage  |             |
| 2. Retention Period                                  |             |
| 3. Maintenance                                       |             |
| <b>D. Outcome Measurement and Evaluation.....</b>    | <b>IX-3</b> |
| 1. Adherence   |             |
| 2. Outcome Measures                                  |             |
| 3. Minimum Requirements                              |             |
| 4. CM Policy Statement                               |             |
| <b>E. Meetings .....</b>                             | <b>IX-5</b> |
| 1. CM Advisory Committee                             |             |
| 2. CM Annual Meetings                                |             |
| 3. Regional Meetings                                 |             |
| 4. Subcommittees and Task Forces                     |             |
| <b>F. Program Review .....</b>                       | <b>IX-7</b> |
| 1. Introduction                                      |             |
| 2. Responsibilities                                  |             |
| 3. Program Review Objectives                         |             |



4. Program Review Definitions
5. Program Review Process

**G. Technical Assistance .....IX-12**

1. Outcome from Program Review Activities
2. Periodic Trainings
3. Newcomer Coordinator Orientation

## **IX. PROGRAM REQUIREMENTS**

**ADOPTED 11/19/02**  
**Revision Adopted: 11/9/06**

### **A. Fiscal Reporting and Records**

#### **1. Overview**

Contractors must submit several fiscal forms as detailed below. These forms are required as they provide CTED with data to meet contract, federal, and state reporting requirements. The contractors must submit accurate and timely reports.

Fiscal forms must be signed and dated by an individual authorized to sign them. Only individuals indicated on the Signature Authorization form, furnished with the original contract or subsequently submitted to CTED, are authorized to sign vouchers.

#### **2. Requests for Reimbursement**

The contractor must choose a reporting billing cycle. Reports are due the 15th of the month following the chosen reporting period in which expenditures were incurred. For example, for a contractor on a monthly reporting cycle, funds expended July 1<sup>st</sup> – 31<sup>st</sup> must be reported by August 15<sup>th</sup>.

- Billing may be submitted monthly, bi-monthly, or quarterly. The time covered by the invoice will depend on the contractor's choice of reporting periods.
- The name and telephone number of the person responsible for completing the Request for Reimbursement Form (invoice voucher) must be included on the report form.
- The request must include all required data, such as the match.
- Please see Section III for more details.

#### **3. Final Expenditure Report**

The last month of the contract period requires a final expenditure report. This report must meet the requirements of the requests for reimbursement. CTED may only reimburse expenditures that have been accrued and services delivered on or before the last day of the month. At the close of the biennium, expenditures can only be reimbursed for services that have been accrued and services delivered on or before June 30<sup>th</sup>.

Generally, invoices must be submitted about seven to nine days following the 11<sup>th</sup> month of the contract period. This is to accommodate the fiscal office in closing the books. For this reason, there is very little latitude with this timeline (as opposed to other months).

#### **4. Final Contract Closeout Report**

A final Closeout Report summarizing expenditures and reimbursements made throughout the contract period, and expenditures made during the contract period but not previously claimed, must be submitted within 15 (fifteen) days of the end of the contract period.

This final report may include requests for reimbursement of bills paid by the contractor and previously unpaid by CTED (e.g. late vendor payments, overtime not previously requested, and similar legitimate but unreported expenses).

*Note: The balance of federal and state funds dedicated to the program are de-obligated shortly after July 15<sup>th</sup> and may no longer be available after the due date for the final expenditure report. In that event, the contractor will not be paid for any program costs subsequently identified after the due date.*

## 5. Annual Report

An annual report is due 30 days after the end of each fiscal year. CTED will distribute the report format and guidelines in the annual closeout letter that is typically distributed in June.

## **B. Program Activity Reports (PARs)**

On a semi-annual basis, contractors shall provide activity reports to CTED about each of the projects detailed in the application logic model. These electronic reports are required. It is recommended that you enter the data upon completion of the projects that conclude before the semi-annual due date. The semi-annual reporting period is July 1<sup>st</sup> – December 31<sup>st</sup>, and January 1<sup>st</sup> – June 30<sup>th</sup>. The due dates come 30 days following the end of the period (August 30<sup>th</sup> and January 30<sup>th</sup>). Reports may include, but are not limited to, summaries of:

1. The timing of the activity.
2. The priority risk or protective factor(s) being addressed by the activity.
3. The number of activity sessions and service hours.
4. The numbers of participants in the activity.
5. Participant demographics.
6. Measurement information and methods.
7. Success or achievement of objectives.
8. The number of personnel providing services.
9. Types of services provided.
10. Participants receiving services and referral sources.
11. Sources of funding for each activity.

## **C. Maintenance and Retention of Records**

For purposes of state or federal examination and audit, the contractor, subcontractor, and other participating agencies shall retain all financial records, supporting documents, statistical records, and other records pertinent to the contract for at least six years after the closing date of the contract. For more information about record retention requirements, see the CM Program Contract General Terms and Conditions (Appendix G).

### 1. Coverage

The retention requirement extends to books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all contract awards, applications, and required financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals reimbursed under the contract, whether they are employed full-time or part-time.

### 2. Retention Period

The six-year retention period starts on the termination date of the contract. Rules addressing situations requiring a longer retention period, such as records for

nonexpendable property acquired with contract funds and for contracts having an audit in process, are contained in OMB Circulars A-128 and A-133.

3. Maintenance

Contractors are expected to ensure that records are maintained so that information desired can be readily located. Contractors are obligated to protect records against fire or other damage.

**D. Outcome Measurements and Evaluation**

**REVISED 2/24/03**

**REVISED 3/13/03**

1. Adherence

Contractors are expected to adhere to sound program management practices in pursuing appropriate evaluation of funded activities. Contractors must follow the federal "[Principles of Effectiveness](#)" found in [ESEA Title IV](#).

2. Outcome Measure Request

Each program or activity conducted with CM funds must have one or more outcome measures implemented to determine its effectiveness. Outcome measures may be archival, surveys, or other research-based measurements.

- a. If the program or activity includes an outcome measurement tool, that tool will fulfill the requirement for measuring outcomes.
- b. If it does not include such a tool, the program staff must select a measurement process and include it in the application work plan.

3. Minimum requirements

Contractors shall submit the following evaluations:

- a. The Community Mobilization Scorecard is required biennially; due by February 15<sup>th</sup> of the second year.
- b. Choose one evaluation/survey method from the Community, Family, Individual/Peer, or School Domains, as identified by CTED.
- c. Programs activities funded through the 2005 State Enhancement Funds must have an outcome evaluation. This evaluation is contractor's choice.

4. CM Position and Policy Statement on Use of "Best Practice" Curricula and Evaluation Development

a. Position Statement

Substance abuse and violence prevention is a young field. As such, credible research that demonstrates program effectiveness is only beginning to emerge. Over the past decade, policy makers and funders have increasingly endorsed "best practice" curricula as the answer to implementing sound prevention programming.

"Best practice" curricula are those that have undergone rigorous, science-based outcome evaluation to document their effectiveness in addressing substance abuse and violence issues. Through this evaluation process, these curricula have been shown to effectively reduce risk factors and/or increase protective factors for substance abuse and violence. In this way, "best practice" curricula have begun to

meet the prevention field's need for available evaluation measurement that is statistically valid and reliable.

The Washington State Community Mobilization Against Substance Abuse and Violence (CM) Program recognizes the value of using curricula that are considered “best practice.” However, the need for effective outcome evaluation cannot be entirely addressed by “best practice” curricula. There are several reasons for this.

- Due to the research costs associated with their development, “best practice” curricula are often too expensive for a local community program to purchase and implement. This is a particularly stark reality when historically low prevention funding levels are reviewed—regardless of funding source.
- The program measurement tools that come with “best practice” curricula often measure adherence to program fidelity rather than program results. Fidelity to “best practice” curricula is important in order to ensure that the results achieved, when the program was rigorously evaluated, will be replicated when the program is again implemented elsewhere. However, funders are typically interested in learning about program results. Did the program bring about the desired changes within the community?
- Training facilitators to ensure curriculum fidelity can be cost prohibitive. Communities that implement a “best practice” curriculum are often unable to sustain the ongoing cost.
- Often “best practice” curricula require multiple trainers. Such a labor-intensive model, coupled with implementation costs, can make implementing such curricula out of the question.
- Communities often need the curriculum to be flexible; i.e., they find that they need to make changes to a “best practice” curriculum in order to implement it within the circumstances of their particular community. Communities must receive permission from the curriculum author to make these changes. This process is often labor intensive and lengthy.

To better meet the need for low cost, flexible, meaningful, statewide outcome evaluation measures, the CM Program has chosen tools that have begun to measure the outcomes of diverse prevention programs in communities across the state. The CM program follows the Hawkins and Catalano [\*Communities That Care\*](#)<sup>®</sup> risk and protective factor research framework for substance abuse and violence prevention. This model uses four risk/protective factor domains: Individual, Family, School, and Community.

CM initiated its measurement of program impact on a statewide level in 2002-2003. This work, to effectively measure CM program outcomes while also seeking reliable and valid outcome evaluation measures that will provide such measurement on a statewide level, has yielded important preliminary information.

- Some of the CM measurement tools used to date have proven to be effective measures of program outcome, and in fact have strongly demonstrated CM program success.

- When a tool does not yield useful information, then it is necessary to choose an alternative measurement tool in the hope that it will provide more useful data about program effectiveness.
- Changing a measurement tool will result in a loss of ability to compare results from year to year.
- The desire to compare program results from year to year must be balanced with the ultimate need to use measurement tools that effectively measure program results.

CM will continue to gather and analyze data, and to adjust measurement tools and protocols accordingly. It is anticipated that this learning process, designed to determine the most effective measurement tools, will continue for several years.

b. CM Policy Statement

Given the unique characteristics of communities across Washington State, to implement a specific “best practice curriculum” with fidelity within a given population may not be the most effective use of limited CM resources, nor what’s best for the community. CM endorses the use of “best practice” and evidence-based curricula/programs when appropriate; and works with local CM contractors to determine whether a particular “best practice” curriculum, a reasonable modification of a “best practice” curriculum, or an innovative program is most suitable for their community. Because CM is committed to the measurement of program outcomes, it is understood that CM contractors will also implement effective outcome evaluation procedures for all selected prevention strategies, particularly innovative programs.

## E. Meetings

1. CM Advisory Committee (CMAC)

Representatives of CM contractors, as selected by their respective regions, serve on the CM Advisory Committee on a voluntary basis. Please refer to Section III.8, and the CMAC Policies and Procedures for additional information. Guidelines for regional elections are included in the [CMAC Policies and Procedures](#).

- CMAC has developed and maintains Policies and Procedures to govern its operation. Expectations of CMAC members and contractors, where applicable, are incorporated into these policies and procedures by reference.
- [CMAC Policies and Procedures](#) may be found on-line.

2. CM Annual Meetings

a. Overview

CTED sponsors an annual contractor meeting. This required meeting provides information, training, and opportunities to network with other local CM providers and prevention specialists. It traditionally occurs in the early fall.

- Each contractor shall send at least one representative from the local program. Ideally, this will be the program coordinator. If the coordinator is unable to attend, a board member, subcontractor, or other appropriate alternate shall be sent. If the coordinator is unable to attend, he/she must notify the CTED CM Program Coordinator for his/her region.

- ii. Contractors will budget to attend this meeting in their program budget. If a contractor is unable to pay for a representative to attend the meeting, the state program coordinator for the contractor must be notified. If possible, scholarships for attendance will be granted on a case-by-case basis as the state budget permits.
  - b. Planning
    - i. A CMAC subcommittee will participate in planning the annual meeting. The committee will determine the location, agenda, and format. This committee will seek input and suggestions from all the contractors.
    - ii. Any CM contractor may volunteer to be on this committee by notifying state staff or signing up at the annual meeting.
    - iii. The annual meeting location traditionally alternates between the east and west sides of the state. The committee selects the location based upon the following:
      - Evaluations received from the previous annual meeting.
      - Convenience in traveling (i.e., cities with good flight connections; cities easy to locate).
    - iv. Contractors may choose to host the annual meeting in their community by notifying the subcommittee. The planning subcommittee may authorize the local contractor to host the annual meeting.
3. Regional Meetings
- For purposes of efficient administration between CTED and local CM contractors, the CM Program has been grouped into four statewide regions: NW, SW, NE, and SE. CTED CM Program Coordinators are assigned to support one or more of these regions.
- a. Required Meetings
 

Each region will have a minimum of four regional meetings per year. These meetings will follow regularly scheduled CMAC meetings. The purpose of the regional meeting is to provide a forum for:

    - i. CMAC members to report discussions and decisions of recent CMAC meetings.
    - ii. Contractors to provide input to CMAC members on issues to be included at future CMAC meetings.
    - iii. Discussion of issues unique to the region.
    - iv. Opportunities for contractors to network with neighboring providers.
  - b. Agenda Development
 

The agendas for regional meetings are developed at the CMAC meeting preceding the regional meetings. To the extent possible, each regional meeting will cover the same information and issues. The agenda should be revisited to include contractors' concerns.
  - c. Representation
 

Contractors shall send a representative to each regional meeting.

    - i. If a contractor cannot attend the local regional meeting, he/she may attend any meeting within the state that fits his/her schedule.
    - ii. Costs for attending the regional meetings are the responsibility of the contractor and should be built into their annual budget.

- iii. A contractor may also send a member of the local CM Board, a subcontractor, or other designated person to represent their county. Such representatives will share the meeting information with the contractor.
4. Subcommittees and Task Forces

Subcommittees and task forces may be created either by CMAC or by the CM staff at CTED. These groups will be called together for specific purposes and for limited duration. Contractors are encouraged to volunteer for any subcommittee and/or task force appropriate to their situation. Such involvement provides opportunities for contractors to provide useful feedback and to gain a deeper knowledge of the overall program.

  - a. Reporting

Subcommittees and task forces created by CMAC shall report to CMAC and be governed by [CMAC's Policies and Procedures](#). Such groups may be made up of both CMAC members and contractors at large.
  - b. Initiation

CM staff may also initiate subcommittees and/or task forces. CM staff will clearly identify the need at the start of the issue. Volunteers may be called for from the field or may be chosen by issue expertise or previous experience. The volunteers may represent the needs and situations of the contractors or provide specific expertise.

## **F. Program Review**

**ADOPTED 9/5/2002**

Each biennium all contractors must be reviewed. CTED CM staff must provide this review. The review may be in the form of an on-site visit or a desk audit. Ongoing program review occurs through review of the reimbursement requests and program activity data, contractors' correspondence, and annual reports.

The general purpose of these reviews is to determine the contractor's compliance with state and federal regulations and laws. It may also provide an impetus for program evaluation and improvement.

Each local contractor is encouraged to conduct a self-assessment. Information from self-assessments may be provided to the CTED Program Coordinator at the beginning of the on-site review for exploration of issues and strengths.

### **1. Introduction**

The Community Mobilization philosophy in regard to Program Review is that the process is intended to document where the program is working well and to offer technical assistance, support, and guidance where it needs improvement or is out of compliance. If a program is found out of compliance or in serious need of improvement, CTED staff will provide assistance to the program to return it to compliance or full functionality. Only after it becomes evident that the program cannot or will not come into compliance will more drastic measures (such as withholding of funds, termination of contract, etc.) be taken.

If the program is found to be out of compliance, sufficient time will be given to the program to correct the shortcomings. The amount of time needed will be determined case-by-case, based on the length of time needed to correct the discrepancy.



## 2. Responsibilities

Contractors are responsible for planning and carrying out programs, projects, and activities in accordance with contract requirements and state and federal regulations. The role of CTED is to ensure that contractors carry out their programs in accordance with applicable laws and regulations and legislative intent. CTED will assist contractors to identify problems or potential concerns in their programs, and provide technical assistance.

## 3. Program Review Objectives

Contract recipients must have an effective management system in place to successfully implement their CM Program and comply with contract requirements.

Objectives of the program review process include:

- a. Review of program activities.
- b. Support of the following state and federal activities.
  - i. Policy making
  - ii. Strategic planning
  - iii. Evaluation of program effectiveness
  - iv. Making individual project contract decisions
  - v. Managing individual project contract awards
- c. The review process includes, but is not limited to, on-site and desk.
  - i. Review of the project assessment, application, and contract requirements
  - ii. Review of statistical reporting data
  - iii. Review of fiscal reporting data
  - iv. Verification of compliance with financial requirements
  - v. Review of programmatic activities for compliance
- d. CTED staff will monitor contractors on-site to determine if contract requirements are met. The areas to be examined include, but are not limited to, the following.
  - i. Compliance with needs assessment, application, and implementation activities; and contractual, budget, and financial management.
  - ii. Progress in achieving program goals, objectives, implementation activities, and evaluation plans.
  - iii. Determining the success of the program in meeting its goals and objectives, providing measurable outcomes, and addressing the risk and protective factors prioritized in the community to reduce substance abuse and violence.
  - iv. Compliance with state and federal regulations.
- e. Prior to the on-site review, CTED will assist contractors by:
  - i. Tracking actual and planned expenditures (i.e., desk monitoring).
  - ii. Reviewing contract performance and compliance.
  - iii. Reviewing the most recent program audit completed for the contractor.
  - iv. Providing individual technical assistance, when necessary, to ensure compliance.

#### 4. Program Review Definitions

The following terms are used throughout this section.

- a. Areas of Review: Subject in which the contractor's performance may be reviewed (e.g., program strategies, eligible activities, subcontracts, board policies, equal opportunity, drug-free workplace, etc.).
- b. Desk Audit: A process of reviewing the contractor's program and fiscal administration to determine the contractor's performance, progress, and compliance with requirements of the program and applicable laws or regulations. Desk program reviews are done between on-site monitoring visits when the contractor's program meets stated criteria (See Desk Program Review Criteria below).
- c. Findings: Substantial evidence obtained by CTED as a result of any monitoring or reporting activity which indicates contract compliance or noncompliance with specific requirements of applicable laws or regulations.
- d. Program Review: An ongoing process of reviewing contract performance, which uses all available data and information in making judgment about contract performance.
- e. Monitoring Visits: CTED CM staff will conduct on-site visits for the principal purpose of determining contract performance, progress, and compliance with the requirements of the program and applicable laws or regulations.

#### 5. Program Review Process

- a. On-Site Monitoring Visit
  - i. On-site monitoring visits shall be conducted, at a minimum, once every four years or as frequently as indicated by contractor performance.
  - ii. If there is insufficient funding for travel, or travel is restricted by sources outside the program, desk program reviews may be conducted in lieu of on-site reviews until such time as on-site reviews can be conducted.
  - iv. Program reviews should be conducted during the biennium for which it is scheduled. Reviews delayed will only cover the period of time originally scheduled for review. Any review not conducted as scheduled must be complete within a year.
  - v. Contractors will be notified in writing before all on-site monitoring visits. The letter will include a list of items the reviewer shall have access to.

- b. Desk Audit

A desk audit is the process of reviewing contract performance using available data to determine contractor performance. CTED staff conducts desk program review. Contractors that have successfully passed previous on-site monitoring reviews and have not changed any significant aspects of their program services or administration may be eligible. The desk program review is less rigorous than a full-scale on-site program review.

Desk audits are thorough, but less arduous and time-consuming, than on-site monitoring visits. The process is intended to be respectful of contractor's time and capacity.

- i. The following sources of information may be used in the review:

- Contractor's current Collaborative Needs Assessment.
  - Contractor's current Application for Funding.
  - Request for Reimbursement (invoice vouchers) and backup documentation.
  - Current audit reports.
  - Past on-site review reports.
  - Semi-annual activity reports.
  - Data supplied by contractor through the Desk Monitoring Questionnaire.
- ii. Data will be used to observe contract activity and to identify issues and potential problems, program status, and program accomplishments. A desk audit consists of:
- A review of the Desk Monitoring Questionnaire.
  - A fiscal review tracking one month's invoice.
  - A review of contractor's timeliness in submitting reports.
  - Other information as requested by the reviewer.
- iii. A contractor may be eligible for desk monitoring under the following conditions.
- The program had an on-site monitoring visit during the previous biennium.
  - Said review did not reveal any significant findings.
  - The contractor submitted most reports, requests for reimbursement, and other required paperwork in a timely and accurate manner.
  - There were no audit findings in the most recent audit.
  - There have been no significant changes in the administration of the program (e.g., no change in contractual agent, fiscal or program documentation procedures, or staffing).
- iv. The reviewer will share the review results in writing. If there are no discrepancies noted, the review is complete.
- v. If discrepancies are noted and minor in nature, or can be easily remedied, the contractor must respond in writing to CTED staff. The response must include how the issue was corrected.
- If CTED staff agrees with the correction, staff will notify the contractor in writing. If no further action is needed, the review will be considered completed.
  - If the desk audit reveals a serious issue of compliance or need for improvement, either a full on-site monitoring visit may be conducted, or technical assistance may be scheduled.
- vi. Documents regarding the review will be placed in the contractor's file. This may include:
- Pre-desk monitoring letter.
  - Completed Desk Audit Tool.
  - All follow-up letters, including all noted discrepancies and the acceptance of corrective action.

- All contractor responses, including timelines and plans for correcting discrepancies, and documents demonstrating correction of discrepancies.
- c. Program Review Visit
 

The reviewer will:

  - i. Review pertinent contractor program participant files, and may review third-party files.
  - ii. Meet with the fiscal and primary program staff to review compliance with federal financial and administrative regulations.
  - iii. Interview appropriate elected officials; Policy Board members; members of the contractor's staff; and, as appropriate, participating agency staff and citizens or citizens groups.
  - iv. Visit the contractor's headquarters and, as appropriate, specific sites(s)/area(s).
  - v. Discuss with the contractor any discrepancy in data resulting from the files examined, interviews, and visits to project sites.
  - vi. Conduct an exit interview, as needed, with the chief elected official and/or the appropriate executive staff to discuss the findings of the monitoring visit.
- d. Post-Visit Action
 

A letter to the contractor will be sent within 45 days after the visit to report the results of the monitoring visit. The content of the monitoring report will include, but not be limited to, the following:

  - i. The scope of the program review.
  - ii. Program review conclusions supported by facts considered in reaching the conclusions, including any minor or significant discrepancies found.
  - iii. Specific corrective actions required, if any.
  - iv. Date any corrective actions must be completed.

Follow up to the program review visit will occur as early as possible, particularly if there are significant findings of non-compliance. All documents relating to monitoring visits and conclusions will be placed in CTED's program local contract file.
- e. Follow Up Action
  - i. The contractor will be given 30 days to respond to the findings and, if necessary, develop a corrective action plan. See f. below.
  - ii. If the contractor does not respond within 30 days, payment may be withheld until the required responses are submitted to CTED.
  - iii. Findings that are not addressed in the corrective action plan may be grounds for contract termination.
- f. Resolving Program Review Findings
  - i. The contractor will correct the item(s) out of compliance and send written notification to CTED CM staff of the correction and the steps taken to achieve these results.

- ii. When the compliance issue cannot be addressed immediately, the contractor will submit a plan to CTED CM staff. The plan will include the time frame and strategy for correcting the issue. CTED staff will determine if the corrective action plan is sufficient to meet all requirements. If acceptable, CTED CM staff will respond in writing to the contractor. If the plan is unacceptable, CTED CM staff will work with the contractor to devise an acceptable plan.
- iii. When the issue has been corrected, the contractor will notify CTED CM staff in writing.
- iv. A follow-up visit may be conducted at any time to ensure that the issue has been addressed.
- v. CTED CM staff will notify the contractor in writing when the issue is resolved to the agency's satisfaction.
- vi. All documents regarding the review and subsequent actions will be placed in the contractor's file, which may include:
  - Pre-on-site monitoring letter.
  - On-site Monitoring Tool.
  - All follow-up letters from agency staff, including all noted discrepancies and the acceptance of corrective actions and/or plans:
  - All contractor responses, including timelines and plans for correcting and documents demonstrating correction of discrepancies serious discrepancies.

## **G. Technical Assistance**

CTED CM staff are available for technical assistance. CM staff will support the regions for which they are assigned. Contractors may request, or CTED's staff may initiate, technical assistance at any time when staff notes there may be a need for additional training or assistance. It may be initiated as a result of poor performance relating to meeting reporting requirements. It may also be indicated from the results of a desk audit or monitoring visit. Technical assistance may occur through an on-site visit, phone consultation, training, or mentorship.

1. Outcome from Monitoring
2. Periodic Training
3. New CM Coordinator Orientation
  - a. Process
    - Information concerning new CM Coordinators will be announced via email, including who is new and their contact information.
    - CMAC members will call new CM Coordinators in their regions to welcome them and offer support.
    - CM Staff will take the lead on convening CM Coordinator orientation meetings.
    - New CM Coordinator orientation meetings should be scheduled every six months or as needed.
    - Existing CM Coordinators will be asked to lead the discussion on some of the topics that are covered.
    - CM Coordinator orientation meetings should be scheduled to last no less than one

day.

b. Documents

- CM Application
  - Copy of Abstract from application submitted by their agency
  - Memorandum of Understanding
  - Needs Assessment Forms
  - Outcome Evaluation Efforts
- CM Contract
  - General Terms and Specific Terms
- Reporting Forms
  - Request for Reimbursement [Invoice Voucher]
  - PAR Form and PAR Guide/Web Version
  - CM Activity Report Summary with Samples of One-pagers
  - Program Amendment Forms (explain need for an amendment—include ten percent rule)
- Violence Reduction and Drug Enforcement [VRDE] information
- Safe and Drug-Free Schools and Communities [ED] funding information
- Risk and Protective Factors
  - Developing Healthy Communities
  - Best Practices and Promising Approaches
  - [Communities that Care®](#)
  - CM Measurement Compendium
  - Other Evaluation Tools being used
- Board Member Manual by Aspen Publishers, Inc.
- Monitoring Tool
- CM Policies and Procedures
- List of CMAC Members
  - Minutes from last CMAC Meeting
  - CMAC Meeting Schedule
  - CMAC Policies and Procedures
- List of CM Contractors
  - Minutes from the last CM State Meeting
  - Region Meeting Schedule
  - CM Brochures, Fact Sheets, etc.
- Current Issues papers
- Fund Raising Information [if desirable]
- Evaluation Form

c. Orientation Meeting Agenda

Introduction

Overview of Community Mobilization

Philosophy and Background

Program Expectations

i. Importance of Community Policy Boards

- How local decisions are made and priorities set

- Developing strategies, projects, and activities
- Importance of measurable goals and objectives
- ii. Fiscal
  - Discrete funding
  - Subcontractors
  - Integrating (co-sponsoring) projects
- iii. Application
  - Risk/Protective Factors and Needs Assessment
  - Outcome-based, research-based activities that are linked to prioritized risk factors
  - The application work plan
  - Evaluation and measurement tools are identified at time work plan is created
- iv. Key Components to the Planning Process
  - The cyclical nature of the planning process
  - The components
  - The results

#### Reporting

- i. PAR forms: when and how completed, how used
- ii. Program abstracts and end-of-year summaries: when due and how used
- iii. Annual Community Mobilization Activity Report Summary
- iv. Outcome measurement and evaluation

#### Meetings

- i. Importance of regional meetings: expectations for attendance
- ii. Regional meetings: when held, what they are about, how to get on agenda
- iii. All CM contractors' annual meeting: when held, what they are about
- iv. CMAC role: CMAC Policies and Procedures

#### Monitoring and Technical Assistance

- i. Purpose of monitoring: make sure programs are on track; establish relationship with staff, board, etc.; find out what local program needs from CM staff; help with planning
- ii. Availability of technical assistance to local program

#### Questions

## Section X

### Special Programs and Projects

|    | Title                                  | Page       |
|----|--|------------|
| A. | <b>Methamphetamine Initiative.....</b> | <b>X-1</b> |
| 1. | Overview                               |            |
| 2. | Collaboration                          |            |
| 3. | Development                            |            |
| 4. | Funding                                |            |
| 5. | Technical Assistance                   |            |
| 6. | Reporting                              |            |



## **X. SPECIAL PROGRAMS AND PROJECTS**

**ADOPTED 12/20/02**  
**Revision Adopted: 11/9/06**

### **A. Methamphetamine Initiative**

#### **1. Overview.**

The Methamphetamine (Meth) Initiative is a statewide grant directly from Congress to specific counties in the state of Washington. There are three parts to the grant. One part goes directly to the sheriffs of specific counties for identification and apprehension of dealers, and seizure of meth labs. One part goes to the Department of Ecology for the clean up of labs, and for public safety in regards to meth dangers. One part goes to designated-counties to create meth action teams to address prevention and education.

#### **2. Collaboration**

Meth action teams are a collaborative group, comprised of agencies and organizations that support the mission of reducing the number of meth labs and meth users, and of educating the community about the dangers of meth.

- a. The CM contractor shall be an active member of the team and will often act as a co-convenor of the team with a representative of the county sheriff's office. The Meth Action Team determines this.
- b. Other members should include the county health department, the school district, other law enforcement agencies, social service agencies, and other prevention providers.
- c. It is highly encouraged that teams involve civic and religious organizations and businesses.
- d. Any tribe or ethnic organization located within the county should be included.

#### **3. Development**

Meth action teams will develop mission statements, goals, objectives, and strategies based upon local needs assessments.

- a. The CM contractor will fill out a logic model (Form 6A in the CM Application) for each strategy developed by the team.
- b. This logic model will identify target populations, activities, outcome measures, and timelines.
- c. Agencies and individuals responsible for implementing each phase of the plan will be identified.

#### **4. Funding**

The funding for meth action teams flows through Pierce County Alliance to CTED for distribution to CM contractors in the counties designated. Participation in this program is voluntary; however, if the county CM contractor chooses not to participate, the funding for that county cannot be awarded.

- a. The meth action team develops the budget for the meth action team activities. The CM contractor is only the fiscal agent for this funding.
- b. The funding source does not anticipate that any of the funds will go to salaries, except in special cases. The majority of the funds are expected to be spent on goods and services, travel, and training.

- c. The fiscal year is from July 1 through June 30.
  - d. CM contractors will process meth action team expenditure reports and requests for reimbursement on the same invoice as the other CM activities. Documentation for expenditure of funds will follow the same rules as for other expenditures.
5. Technical Assistance
- Safe Streets (the Pierce County CM contractor) and Greater Spokane Substance Abuse Coalition (the Spokane County CM contractor) provide technical assistance for Meth Action Teams. Technical assistance includes assistance with preparing the budget, recruiting and developing the action team, determining local needs, training the team in a variety of subjects (both knowledge-based and skills-based), and identifying and implementing outcome measures appropriate to the team's activities.
6. Reporting
- Meth action team activities are reported semi-annually through the Electronic Program Activity Report. CTED will forward this data to the Pierce County Alliance bi-annually. See Section IX. Program Requirements, B. Program Activity Reports for more detail.

## Section XI

### Establishing and Revising CM Policies

|           | <b>Title</b>  | <b>Page</b> |
|-----------|---|-------------|
| <b>A.</b> | <b>Policy .....</b>   | <b>XI-1</b> |
|           | 1. Formatting   |             |
|           | 2. Distribution & Upkeep  |             |
|           | 3. Master Policies and Procedures   |             |
| <b>B.</b> | <b>Process for Initial Development of New Policies and Procedures .....</b> | <b>XI-1</b> |
| <b>C.</b> | <b>Revising and Updating Policies and Procedures .....</b>                  | <b>XI-1</b> |
| <b>D.</b> | <b>Policy Interpretation .....</b>  | <b>XI-2</b> |

**XI. ESTABLISHING AND REVISING THE CM POLICIES AND PROCEDURES**

**ADOPTED: 9/5/2002**  
**Revision Adopted: 11/9/06**

**A. Policy**

1. Formatting

The *Policy and Procedure Manual* is formatted in sections, and the pages are numbered independently. Sections may be revised or new sections added at any time.

2. Distribution and Upkeep

Each contractor is provided with a complete *Policies and Procedures Manual* when the contractor or program coordinator is new. The contractor must maintain a current copy. This requires that the contractor cull old and add new and/or revised sections when distributed.

3. Master Policies and Procedures

The state CM office will keep an up to date master *Policy and Procedure Manual*.

**B. Process for Initial Development of New Policies and Procedures**

A new policy or procedure, or a new section, may be added to the *CM Policies and Procedures Manual* at any time. CTED staff will typically initiate a policy change. CM contractors may initiate the process by suggesting a new policy or procedure to CTED staff. CTED staff will consider the suggestion and may consult with CMAC. Should CM staff decide to write a new policy and procedure or revise a section, the staff will follow steps B1 – B7 below.

1. State CM staff will write the first draft of each policy and procedure section.

2. CMAC will review the draft section.

a. CM staff will bring the section to the next CMAC meeting. Comments and suggestions will be taken at the meeting.

b. If the next CMAC meeting is too far in the future, or if the meeting does not provide time for discussion, the section will be e-mailed to CMAC members for input. A specific deadline for providing input will be included with each section when it is disseminated.

3. CTED staff will email the section to all CM contractors soliciting their input. A specific deadline for providing input will be included with each section when it is disseminated.

4. CTED staff will review the input received from CMAC members and contractors. The section will be revised as necessary and appropriate. CTED staff will consider all feedback, but will determine final changes.

5. The state CM team will review the revised sections, and will make any final changes as appropriate. CTED staff will then adopt the new section.

6. CTED staff will record the date of adoption at the top of each section of the manual.

7. CTED staff will distribute the adopted section to all contractors.

**C. Revising and Updating Policies and Procedures**

1. All policies and procedures will be reviewed at least once every four years. Policies and procedures may be identified for review at any time upon request of CMAC, by a CM

contractor, or at the discretion of the state CM staff. The manual may be revised in its entirety or by section.

2. The revision process will follow steps B.1 – B.7, listed above.
3. The revised section(s) will be dated and will replace the outdated section(s) in the master *Policies and Procedures Manual*.

#### **D. Policy Interpretation:**

It is sometimes necessary for policies to be further clarified. CTED staff will send out necessary clarifications to all contractors via email.

In order to facilitate a clear understanding of a policy change or interpretation, such email communiqué will follow this protocol:

1. Email subject line will indicate ‘New Policy’ or ‘New Policy Interpretation.’
2. The content will include:
  - a. The policy by name and section.
  - b. Why the clarification is necessary.
  - c. The specifics of the clarification.
  - d. The effective date.